

**AGREEMENT FOR PSYCHOSOCIAL REHABILITATION, ATTENDANT CARE, AND
RESPITE SERVICES**

**by and between:
SEDGWICK COUNTY, KANSAS**

**and
BEHAVIORAL LINK, A DIVISION OF PYXIS, INC.**

This Agreement entered into as of this _____ day of _____, 2017, by and between Sedgwick County, Kansas, ("County,") and Behavioral Link, A Division of Pyxis, Inc., ("Contractor.")

WITNESSETH:

WHEREAS, County's COMCARE department (COMCARE) is a licensed community mental health center, and a certified alcohol and drug treatment center, and requires psychosocial rehabilitation and attendant care services for children/youth with a serious emotional disturbance and adults with a severe and persistent mental illness; and

WHEREAS, County desires to engage Contractor to perform said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. **Purpose and Scope of Work.** It is the purpose of this Agreement that Contractor shall provide psychosocial rehabilitation, attendant care, and respite services for youth with severe emotional disturbances and adults with severe and persistent mental illness. Services under this Agreement will be provided to youth and adults authorized for services through COMCARE. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, this purpose as well as the goals and objectives necessary to accomplish this purpose and Agreement, as set forth in Appendix B, which is attached hereto and incorporated as if fully set forth herein.

3. **Term:** The term of this contract shall be for one (1) year commencing January 1, 2017, and shall expire December 31, 2017. This contract may continue for a reasonable time after December 31, 2017, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2018.

4. **Compensation.** Contractor agrees to payment on a reimbursement basis. Contractor agrees to be reimbursed by COMCARE after COMCARE's receipt of payment for services by Medicaid. County reserves the right to disallow reimbursement for any items or service billed by Contractor if County believes that the item or service was not provided to support the Agreement purpose. Payment will only be made for services already provided.

Contractor will be paid the rate of \$5.80 per 15 minute unit of service for group psychosocial rehabilitation services (for youth only), \$6.72 per 15 minute unit of service for individual psychosocial rehabilitation services, \$6.00 per 15 minute unit of service for attendant care, and \$4.50 per 15 minute unit of service for waking time spent for short-term respite care (for youth only). Contractor understands and agrees that in the event that the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. In no event shall the total, full and complete compensation and reimbursement, if any, paid to Contractor for performance of this Agreement exceed the maximum amount of \$1,750,000.00.

Additional requirements related to billing and payments are set forth in Section 5 of Appendix B.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

5. **Medicaid Reimbursements.** Because Contractor agrees to payment on a reimbursement basis, payment of the established rate is contingent upon Contractor providing services consistent with Medicaid regulations and billing COMCARE the maximum allowed Medicaid charge for each service. Contractor agrees that failure to bill the full Medicaid rate may result in a reduction of the rate paid hereunder. COMCARE will bill Medicaid and shall pay Contractor in accordance with the payment terms provided herein.

Billing and service documentation must be provided to COMCARE no later than fourteen (14) days after the date of service. Submission of transactions over fourteen (14) days from date of service may not be eligible for reimbursement.

All clients must be pre-approved for reimbursement by County. Reimbursement for clients with Medicaid will occur upon receipt of payment to County from Medicaid.

Contractor agrees that they will not charge clients covered by Medicaid for all or any part of covered services provided pursuant to this agreement, and that covered clients are not liable for payments to Contractor if the State does not pay COMCARE for any reason.

If COMCARE's payment on a Medicaid claim is reduced by a primary payer payment and/or disallowed, which causes COMCARE not to be reimbursed the full Medicaid allowable for that claim; payment to Contractor shall be reduced accordingly. COMCARE will calculate the percent of the Medicaid allowable for the claim that was paid to COMCARE (less any late billing fees) and will pay Contractor the same percent of its contracted rate.

6. **Management of Risk, Compliance and Compliance Reporting Requirements.** Contractor expressly understands and agrees to maintain an internal auditing and monitoring program and to immediately report to COMCARE any suspected fraud, abuse or waste as it relates to compliance and billing practices, and to include submission of documentation of the investigation/review and outcome.

Additionally, Contractor agrees to respond timely (i.e. within one week or sooner if the issue warrants immediate attention) to any and all issues identified as a result of a compliance investigation by COMCARE. Routine compliance efforts must be documented and communicated to COMCARE quarterly via a report due to the COMCARE Compliance Officer no later than the last day of the month following the end of the calendar quarter.

7. **Incorporation of Documents:** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Purpose, Goals and Objectives) are attached hereto and made a part hereof as if fully set forth herein.

8. **Incorporation of MCO Requirements.** As County has entered into agreements with the three Managed Care Organizations (MCOs) selected by the State of Kansas to manage its Medicaid program, Contractor shall comply with MCO requirements as applicable. Contractor warrants that it can meet the standards of the MCO contracts which are herein Required ?Contractor shall comply with all provisions and requirements set out in each MCO Provider Manual, as applicable, in connection with the provision of services to covered persons enrolled in the KanCare Medicaid program. Contractor agrees that covered services shall be provided in accordance with the three MCO contracts and any applicable Provider Manuals, as well as state and federal laws and regulations. Provider Manuals will be made available to Contractor via the appropriate MCO website. To the extent Contractor is unclear about its duties and obligations; it shall request clarification from COMCARE.

General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

3. **Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

4. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: COMCARE of Sedgwick County
Attn: Contract Notification
934 N. Water
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: Behavioral Link, A Division of Pyxis Inc.
Attn: Mike Kriwiel
334 N. Topeka
Wichita, KS 67202

5. Termination.

A. **Termination for Cause.** In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

6. Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7. Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

8. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

9. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

10. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

11. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

12. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

13. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

14. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

15. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

16. Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

17. Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

18. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

19. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

20. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

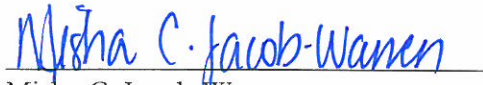
BEHAVIORAL LINK, A DIVISION OF
PYXIS, INC.

James M. Howell, Chairman
Commissioner, Fifth District



Mike Kriwiel
President & CEO

APPROVED AS TO FORM ONLY:



Misha C. Jacob-Warren
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control. "

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

APPENDIX B PURPOSE, GOALS AND OBJECTIVES

GENERAL PROVISIONS:

- a. Contractor agrees that any services provided under this Agreement must be pre-approved by COMCARE staff.
- b. It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. Contractor expressly agrees that all services provided under this Agreement shall meet all applicable Medicaid requirements and guidelines.
- d. It is mutually agreed by and between County and Contractor that this Agreement will be evaluated by County in terms of obtaining goals and objectives.
- e. Contractor shall provide written notice to the Executive Director of COMCARE if it is unable to provide the required quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- f. COMCARE's Director of Quality Management must be notified by Contractor as soon as possible, but no later than 24 hours after Contractor is aware of the incident. In accordance with the MCO Provider Manual, the following incidents must be reported immediately:
 - Death of a mental health consumer receiving services from Contractor.
 - Suicide attempt.
 - Medication error.
 - Any event requiring the services of the fire department or law enforcement agency beyond the scope of contractor's routine delivery of services.
 - Abuse or alleged abuse involving a consumer.
 - An injury or illness (non-psychiatric) of a consumer that requires medical treatment more intensive than first aid.
 - A consumer who is out of contact with staff for more than 24 hours without prior arrangement, or a consumer who is in immediate danger because he/she is missing for any period of time.
 - Any fire, disaster, flood, earthquake, tornado, explosion, or unusual occurrence that necessitates the temporary shelter or relocation of residents.
 - Seclusion or restraint (seclusion and/or restraint of clients on the SED or PRTF waiver must be reported by the fifth working day of the month to COMCARE's Director of Quality, Risk Management and Compliance).
 - Other incidents identified by Contractor as critical, adverse or unusual.

- g. Contractor agrees to maintain a vehicle operation and usage policy governing Contractor's employees and any applicants for employment whose responsibilities would include transporting clients served under this contract. The policy must be equally as restrictive as County's vehicle operation and usage policy, although it may be more restrictive if Contractor deems appropriate. A copy of County's policy is available upon request.
- h. Contractor agrees to utilize the COMCARE treatment plan for COMCARE referred youth and adults.
- i. Contractor agrees to utilize the wraparound model of intervention utilizing a child/family team process approach.
- j. Contractor agrees to provide any requested information for all client related team meetings requested by COMCARE staff. This information will be provided in person whenever possible, or through written documentation.
- k. COMCARE will not deny referral for services to any client based on ability to pay. County will provide full payment to Contractor for any youth or adult referred without an ability to pay.
- l. Contractor will meet with representatives from COMCARE on a yearly basis to discuss successes, concerns, improvements and changes to be implemented.
- m. Contractor shall not exceed the number of hours listed on the Treatment Plan. Hours in excess of the number of hours on the Treatment Plan may be denied payment.
- n. Consistent with good patient care and State of Kansas mental health licensing requirements, County and Contractor agree it is their mutual intent to comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.
- o. To ensure compliance with all state and federal regulations, Contractor agrees to notify COMCARE within one (1) business day of discovery of any improper coding violations.
- p. Contractor is responsible for obtaining all necessary training including MCO and KDADS/DCF required trainings for the delivery of contracted services. Supervisors must also meet the qualification and training requirements as defined by KHS and KDADS/DCF. Supervision of their provider staff will be delivered by the Contractor and will comply with all necessary requirements related to the specific service activity, including the nature and frequency of the contacts. Documentation of all staff members' qualifications, training, and supervision will be made available to COMCARE.

GENERAL PSYCHOSOCIAL REHABILITATION PROVISIONS:

- 1. Contractor will meet daily documentation procedures, as required by COMCARE. COMCARE will provide training to Contractor on an as-needed basis.

2. Accurate service documentation must be turned in to COMCARE Services Program no later than noon on the first business day of the week and noon on the first business day after the last of the month. Monthly summary of services is due by the 10th of the month.
3. Psychosocial services provided under this Agreement will correlate to the youth's or adults treatment goals as outlined in the COMCARE Plan of Care.

GENERAL SHORT-TERM RESPITE CARE PROVISIONS:

1. Contractor will meet daily documentation procedures, as required by COMCARE. COMCARE will provide training to Contractor on an as-needed basis.
2. Accurate service documentation must be turned in to COMCARE no later than fourteen (14) days after service delivery. A monthly summary of services is due by the 10th of the month.
3. Short-term respite care services provided under this Agreement will correlate to the youth's treatment goals as outlined in the COMCARE Treatment Plan.

STATE REPORTING:

Contractor agrees to its inclusion in the A.I.M.S. Database and will provide COMCARE with any documentation, both qualitative and quantitative, upon request and within the time frame designated by COMCARE.

SERVICE GOALS AND OBJECTIVES:

Contractor agrees to report on service goals and objectives quarterly. Agreed upon goal(s) include the following:

1. At least 90% of youth with an SED receiving community-based services from Contractor shall reside in a family home setting that includes living in the birth family home, living independently, foster family, or with a relative or family friend.
2. At least 90% of youth with an SED receiving community-based services from Contractor shall attend school regularly (i.e. less than five unexcused absences in the last six months).
3. At least 90% of youth and adults will receive services within 10 business days of referral by COMCARE.

Performance reports are due by the 30th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the COMCARE Contract Administrator / Operations Manager at 934 N. Water, Wichita, KS 67203.

METHOD OF BILLING AND PAYMENT:

- a. Appeals for non-payment based on Contractor discrepancies with COMCARE reconciliation may be sent to the Director of Rehabilitation Services. Payments shall be mailed to Contractor's address as set out in Section 12 of the Agreement.
- b. Request for additional services (services over the amount authorized) must be received at least five (5) days prior to service delivery and documented in writing. The request may be put in writing via e-mail and sent to the client's case manager, the case manager's supervisor, and the project manager for affiliate and contract relations and the Director of Rehabilitation Services.

- c. For all assessments for medical necessity and treatment services performed by Contractor, if an external audit or other audit requires recoupment of Medicaid billed services because of inadequate documentation, Contractor will be responsible for that recoupment amount and any penalties assessed against County. Further, if errors committed by Contractor and/or its staff or contractors put County into a level of penalty that would not have occurred without the Contractor's errors, Contractor will be responsible for any and all recoupments and penalties assessed against County. County will be responsible for proper submission of billing to Medicaid and will be responsible for billing service codes and units of service claims as submitted by Contractor. If repayment of Medicaid billed services is required that results from an error on the part of County, County will be responsible for that re-payment amount and any penalties assessed.