

**AGREEMENT**  
**between**  
**SEDGWICK COUNTY, KANSAS**  
**and**  
**KANSAS CHILDREN'S SERVICE LEAGUE**  
**for**  
**Healthy Families America Program Services**

**AGREEMENT**

**THIS AGREEMENT** is made in Sedgwick County, Kansas, and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Sedgwick County, Kansas (hereinafter the "County") and Kansas Children's Service League (hereinafter "KCSL").

**WITNESSETH:**

**WHEREAS**, the National Committee to Prevent Child Abuse (now known as Prevent Child Abuse America) and the Ronald McDonald House Charities formed the Healthy Families America Program to provide support and education to new parents at the time of their baby's birth and in the months and years thereafter; and

**WHEREAS**, County, by and through its Division of Health Services ("SCDOH"), has contracted with the Kansas Department of Health and Environment (formerly Kansas Health Policy Authority) (hereinafter "KDHE") to provide Outreach, Prevention and Early Intervention Services; and

**WHEREAS**, the mission of KCSL is to protect and promote the well-being of children by strengthening the quality of their family life through provision of prevention, early intervention, treatment, advocacy, and placement services; and

**WHEREAS**, the SCDOH desires to contract with KCSL for Healthy Families America home visitation services under the umbrella of SCDOH's KDHE contract for Outreach, Prevention and Early Intervention Services; and

**WHEREAS**, KCSL desires to perform such responsibilities and services, subject to, and in accordance with, the terms and conditions of this Agreement; and

**WHEREAS**, Federal Financial Participation (FFP) is available to pay a portion of the project costs, and;

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

## **I. FUNDING RESPONSIBILITIES:**

- A. Funding:** KCSL shall identify certifiable, matching, non-federal funding sources in an amount not to exceed (“NTE”) \$170,000.00 (which is fifty percent (50.0%) of the total contract amount of NTE \$340,000.00).

The following is language from the contract between KDHE and the SCDOH specific to match funding: 42 CFR Section 433.54 clarifies what a bona fide provider donation is and how one may be used.

### **1. “42 CFR Section 433.54 Bona fide donations.**

- (a) A bona fide donation means a provider-related donation, as defined in Sec. 433.52, made to the State or unit of local government, that has no direct or indirect relationship, as described in paragraph (b) of this Section, to Medicaid payments made to--
  - (1) The health care provider;
  - (2) Any related entity providing health care items and services; or
  - (3) Other providers furnishing the same class of items or services as the provider or entity.
- (b) Provider-related donations will be determined to have no direct or indirect relationship to Medicaid payments if those donations are not returned to the individual provider, the provider class, or related entity under a hold harmless provision or practice, as described in paragraph (c) of this section.
- (c) A hold harmless practice exists if any of the following applies:
  - (1) The State (or other unit of government) provides for a direct or indirect non-Medicaid payment to those providers or others making, or responsible for, the donation, and the payment amount is positively correlated to the donation. A positive correlation includes any positive relationship between these variables, even if not consistent over time.
  - (2) All or any portion of the Medicaid payment to the donor, provider class, or related entity, varies based only on the amount of the donation, including where Medicaid payment is conditional on receipt of the donation.
  - (3) The State (or other unit of government) receiving the donation provides for any direct or indirect payment, offset, or waiver such that the provision of that payment, offset, or waiver directly or indirectly guarantees to return any portion of the donation to the

provider (or other parties responsible for the donation).

- (d) CMS will presume provider-related donations to be bona fide if the voluntary payments, including, but not limited to, gifts, contributions, presentations or awards, made by or on behalf of individual health care providers to the State, county, or any other unit of local government does not exceed--
  - (1) **\$5,000 per year** in the case of an individual provider donation; or
  - (2) **\$50,000 per year** in the case of a donation from any health care organizational entity.
- (e) To the extent that a donation presumed to be bona fide contains a hold harmless provision, as described in paragraph (c) of this section, it will not be considered a bona fide donation. When provider-related donations are not bona fide, CMS will deduct this amount from the State's medical assistance expenditures before calculating FFP. “

Bona fide donations must be given directly to KCSL from the donor and the donor and amount donated must be identified in the funding certification submitted quarterly by KCSL.

- B. Funding Certification:** During all relevant terms of this Agreement, KCSL shall, on a quarterly basis, submit to the SCHD, on the Non-Federal Match Form (attached hereto as Attachment C) that it has expended or will expend one-quarter (1/4) of this annual contract amount (which is an amount NTE \$42,500) as matching funds required to match the FFP for this Agreement and that both federal and matching funds have been or will be expended for the purposes specified herein. KCSL shall submit this form to the SCHD for expenditures incurred in each calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).
- C. Hold Harmless:** KCSL agrees to protect, indemnify and hold SEDGWICK COUNTY, its officers, employees and agents, free and harmless from and against any and all liabilities, claims and damages, and loss of federal funds as a result of a finding by the KDHE and/or federal government that the “certified match funds” provided by the SCDOH on behalf of KCSL did not meet federal requirements or to the loss of federal funds to any extent directly or indirectly, attributable to the negligence, error or omission in the performance of services rendered by KCSL or any of its employees or agents, under this Agreement.

## **II. KCSL’S RESPONSIBILITIES:**

- A. Program Development:** As required by KDHE, KCSL shall develop, implement and maintain Program elements to promote best practices in providing prevention/early intervention services to new parents. Program elements will include:

1. Identification of all families of at-risk infants from a targeted geographic area using reliable screening mechanisms.
2. Provide intensive, long-term, home visitor support.
3. Facilitate bonding between parent and infant.
4. Empower parents to seek support services through available community resources.
5. Promote healthy child development.
6. Prevent child abuse and neglect among project children from birth to age 5 or as long as the child or children are in KCSL'S Program(s).
7. Link the child to a pediatric medical facility, other community services, and to developmental resources, as needed.
8. Initiate services with new parents before birth or at birth.
9. Identify families who are most in need of services
10. Offer services voluntarily and use positive, persistent, outreach efforts to build family trust.
11. Offer services intensively (at least once a week) and over the long term (2-5 years), with well-defined criteria for increasing or decreasing frequency of services.
12. Ensure services are culturally appropriate and staff acknowledges, understands and respects the family's cultural differences. Staff and materials used shall reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
13. Ensure services are comprehensive, focusing on supporting the family as a whole (parent(s) and child or children).
14. Ensure services are provided by staff with caseloads limited and monitored, to assure that home or office visits provide an adequate amount of time for each family visit to meet their unique and varying needs and to plan for future activities.
15. Link all families to a medical provider to assure optimal health and development (i.e., the Medicaid Early, Periodic Screening, Diagnosis and Treatment Program (EPSDT), timely immunizations, well-child care, etc.). Dependent upon the family's needs, they may also be linked to additional services such as financial, food and housing assistance programs; school readiness programs; child care and job training programs; family support centers, substance abuse treatment programs and domestic violence shelters as determined necessary by KCSL.

**B. Reports:** KCSL will submit required quarterly data and narrative reports as well as match certification documents to the SCHD by the 10<sup>th</sup> of the month following the end of the reporting quarter so that the SCHD can make the KDHE reporting deadline of the 15<sup>th</sup> of that month. (See Quarterly Process Attachment)

**C. Training Expectations.** As required by KDHE:

1. Service providers should receive intensive training specific to their role in order to understand the essential components of family assessment and visitation. This training must include, but is not limited to, the areas of:
  - (a) identifying at-risk families
  - (b) offering services and making referrals

- (c) assisting with the application for Medicaid or CHIP services
  - (d) promoting use of preventive health care
  - (e) securing medical homes
  - (f) emphasizing the importance of immunizations and the EPSDT Program
  - (g) utilizing creative outreach efforts
  - (h) establishing and maintaining trust with families
  - (i) building upon family strengths
  - (j) developing an individual family support plan
  - (k) observing parent-child interactions
  - (l) determining the safety of the home
  - (m) managing crisis situations
2. Service providers should receive ongoing, effective supervision on a weekly basis so they are able to:
- (a) develop realistic and effective plans to empower families to meet their objectives;
  - (b) understand why a family may not be making progress and how to work with that family more effectively;
  - (c) develop accurate assessment skills;
3. Home visitors should have a framework of education/experience which prepares them for handling the variety of situations they may encounter when working with at-risk families. All service providers should participate in basic training opportunities in order to effectively perform their job in the areas of cultural competency, substance abuse, reporting child abuse, domestic violence, drug exposed infants, and services in their community.
- Failure of the Department to provide qualified staffing at the level required may result in termination of this contract.
4. KCSL shall report to KDHE quarterly regarding the program success, with reports being due with the quarterly certification of funds and invoice requesting the draw-down and payment of Medicaid matching funds.

### **III. CONTRACT TERMS AND CONDITIONS:**

- A. Term:** The term of this Agreement is for one (1) year, beginning July 1, 2017, and ending June 30, 2018, with three (3) additional one (1) year renewals, at the mutual option of the parties hereto upon written agreement.
- B. Compensation:** The SCHD agrees to pay KCSL, and KCSL agrees to accept from SCHD for services provided hereunder, a sum equal to the total amount provided by grant funds and donations held on behalf of KCSL and Medicaid matching funds from KDHE paid to the SCHD for KCSL, less an administrative fee of not more than 1.25% (\$4,250) of the contract amount to be retained by the SCHD.

Total annual funding under this Agreement shall not exceed \$340,000.00, said amount comprising KCSL's certified matching funds of NTE \$170,000.00 and the FFP amount of NTE \$170,000.00. In the event increased funding becomes available to KCSL and KCSL wishes to expand the scope of services KCSL shall notify SCHD in order that an amendment to this Agreement be prepared, if applicable.

Quarterly payments from the SCHD to KCSL shall be processed within two (2) weeks of receiving the draw down from KDHE. In no event shall the payment exceed forty-five (45) days from date of receipt.

- C. Suspension/Termination:** Either 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, the other party shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible.
- D. Termination for Unavailability of Funds:** It is understood and agreed by the parties that all obligations of the SCHD, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of county, state and federal funds, and in no event shall the SCHD be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by county, state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the SCHD shall notify KCSL of such reduction of funds and shall be entitled to reduce SCHD's commitment hereunder or to terminate the contract as it deems necessary.
- E. Retention of and Access to Records:** All records prepared pursuant to this agreement shall be retained and safeguarded for a six (6) year period following termination or expiration of this Agreement. Said records shall be made available to any party to this Agreement as well as an independent auditor retained by any party hereto, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees.

Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

In the event that the terms of this Agreement give rise to litigation, the parties shall retain all documents arising out of the litigation for two (2) years following termination of the litigation and any appeal thereof.
- F. Independent Contractor Status:** It is agreed that the legal relationship between the parties hereto is of a contractual nature. Both parties assert and believe that the other is acting as an independent contractor in providing the goods and services and performing the duties required hereunder. Both parties are at all times acting as an independent contractor and not as an officer, agent, or employee of the other. As independent contractors, both parties, or employees of either party, will not be within the protection or

coverage of the other's worker's compensation insurance, nor shall either party, or employees of either party, be entitled to any current or future benefits provided to employees of the other. Further, neither party shall be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by either party.

- G. Confidentiality:** In order to carry out its responsibilities and obligations under this Agreement, KCSL may have access to private or confidential data maintained by County. KCSL shall at all times comply with the requirements of the Kansas Open Records Act (the "Act") in providing services under this Agreement. 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 this Agreement or thereafter. KCSL shall return any or all data furnished by County promptly at the request of County in whatever form it is maintained by KCSL. Upon the termination or expiration of this Agreement, KCSL agrees that it will not use any of such data or any material derived from the data for any purpose and, where so instructed by County, will destroy such data.

KCSL shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.

KCSL shall not disclose Private Health Information to the SCHD.

- H. Attachments:** The provisions found in Contractual Provisions Attachments A (Program Report), B (Certification Form) and C (Sample Invoice) (which are attached hereto, are hereby incorporated as if fully set forth herein.
- I. Modifications:** Modification or amendment to this Agreement shall be in writing and executed with the same formality as the original.

IN WITNESS HEREOF, the parties hereby execute this Agreement on the day and year identified by the signatures below.

**SEDGWICK COUNTY**

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

\_\_\_\_\_  
Date

**KANSAS CHILDREN'S SERVICE LEAGUE**

*Dona Booe*  
Dona Booe  
President/CEO  
Kansas Children's Service League

4-18-17  
Date

**Approved as to form:**

*Misha Jacob-Warren*  
Misha Jacob-Warren,  
Assistant County Counselor

**ATTEST:**

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
Date