

State of Kansas
Kansas Department for Aging
and Disability Services
AND
COMCARE of Sedgwick County

**THIRD AMENDMENT TO
SUPPORTED EMPLOYMENT ESEK GRANT**

This Third Amendment to Supported Employment ESEK Grant (the "Amendment") is made effective this 30th day of September, 2016 by and between the Secretary for the Department for Aging and Disability Services ("KDADS") and COMCARE of Sedgwick County ("Contractor/Grantee") all of whom may hereafter be collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into the Original Agreement effective the 30th day of September, 2014;

WHEREAS, the Parties wish to modify certain terms and provisions of the Original Agreement pursuant to the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties contained in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. ADDITIONAL COMPENSATION - NO COST EXTENSION.

☐ No additional cost to the State and/or KDADS; or

☒ The total amount payable under this Amendment shall not exceed \$ 297,743.00. The Contractor/Grantee shall submit a written, itemized invoice on a monthly basis. Assuming approval, KDADS shall pay such invoice within 30 days of its receipt of the same.

II. AMENDED PARAGRAPH: Additional Compensation

The Original Agreement is amended to read as follows:

Total amount payable under this amendment shall not exceed \$ 297,743.00.

The Contractor/Grantee shall submit an invoice within thirty (30) days of discharge. Assuming approval KDADS shall pay such invoice within 30 days of approval.

III. AMENDED PARAGRAPH: Term of Agreement

The Original Agreement is amended to read as follows:

Amendment extends the original agreement beginning September 30, 2016 through September 29, 2017.

IV. REAFFIRMATION OF UNMODIFIED TERMS AND PROVISIONS.

With the exception of the amendments and additions contained herein, and the attachment of an updated DA-146a (Rev 6/12) herein, all of the rest and remainder of the terms and provisions of the Original Agreement shall remain in full force and effect.

V. SIGNATURES.

This Amendment (and any modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

VI. ELECTRONIC SIGNATURES.

The parties, and any non-party approver, agree that by typing in the name of the "Authorized Signatory" for the Contractor/Grantee, any other party or non-party approver and marking the box "approved", that this not only constitutes the irrevocable acceptance of all terms contained in the agreement, but also that the signing party is authorized to bind the Contractor/Grantee to such agreement and that any objection to foundation, its authenticity or admission into evidence, if necessary, is hereby waived.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives on the dates noted by the signatures below.

**KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES**

COMCARE OF SEDGWICK COUNTY

By: _____
Timothy E. Keck, Secretary

By: _____
Marilyn Cook, Executive Director

Date: _____

Date: _____

FY 2017

State of Kansas
Kansas Department for Aging
and Disability Services,
AND
COMCARE of Sedgwick County

AGREEMENT FOR:
ESEK-SUPPORTED EMPLOYMENT
(FY 2017)

APPENDIX A

SCOPE OF WORK

State of Kansas
Kansas Department for Aging
and Disability Services,
AND
COMCARE of Sedgwick County

SCOPE OF WORK

I. Introduction and Summary:

In an effort to augment and strengthen the existing Individual Placement and Support (IPS) Supported Employment Services Model of practice in Kansas, KDADS applied for the SAMHSA Cooperative Agreement Transforming Lives through Supported Employment. The Enhancing Supported Employment in Kansas (ESEK) project will enhance Kansas' capacity to provide and expand IPS Supported Employment to adults suffering from a serious mental illness, including those who have a mental illness and a co-occurring substance use disorder. The focused outcome will allow Kansas to strengthen the existing infrastructure needed to maintain and expand supported employment services throughout the state and increase the number of individuals with serious mental illness and co-occurring mental and substance use disorders that obtain and retain competitive employment.

Cooperative Agreements are governed by the Federal Grant and Cooperative Agreement Act of 1977. A Cooperative Agreement is a joint project and grantee sites shall work with KDADS programs and fiscal division and the Government Project Officer to develop and enhance current infrastructure to support the overarching goal to expand IPS Supported Employment within the State of Kansas and across the grantee sites.

The IPS Supported Employment model core principles will be a foundational piece of the grantee sites focus of work. The ESEK Cooperative Agreement will incorporate four primary system and service delivery innovations:

1. Expansion of IPS Supported Employment services to individuals who have Severe Persistent Mental Illness (SPMI) and Serious Mental Illness; Federally Disabled persons who have SMI are priority populations and should be directed to appropriate federal resources to enhance the state infrastructure and sustain current programming efforts in Kansas (Working Healthy, End Dependence, Waiver programs, Ticket to Work, Vocational Rehabilitation Services, Medicare, Medicaid, Kansas Housing Resources Corporation).
2. Inclusion of paid Employment Peer Mentors within each implementation site.
3. Establishment of a statewide supported employment steering committee and the development of local supported employment steering committees.
4. Development and training of Benefits Specialist and development of a web based Benefits Calculator's to enhance staff, and public about current work opportunities for disabled persons.

II. Term Of The Contract/Grant:

By mutual agreement of both parties, this grant will be extended through September 29, 2016 and shall end on the 29th of September 2017 with an option to renew for two additional one year periods. Grant renewal is subject to the availability of Federal and State funds.

III. Outcome/Goal(s):

Provide IPS Supported Employment services to a minimum of 25 individuals during the first year and 50 individuals in years 2-5.

Establish local supported employment steering committee to address barriers and improve opportunities for competitive employment.

Participate in state work-groups to address system barriers and present information and recommendations to the Governors Vocational Sub-Committee.

Utilize peer mentors to support individuals receiving the IPS Supported Employment Services.

Reduce barriers for access for IPS individuals in obtaining and sustaining competitive employment.

Assist disabled individuals with applications to Social Security Administration (SSA) and Kansas Department of Health and Environment (KDHE) KANCARE (Medicaid) and/or other third party payor sources.

Refer Social Security Benefit eligible individuals to Federal programs like Ticket to Work, Vocational Rehabilitation Services, and Working Healthy.

Work with KDADS State Point of Contact to create, a sustainability plan for IPS and for a state-wide fidelity and training model.

Development and training of Benefit Specialist in collaboration with KDADS Central Office.

Development of a web-based benefit calculators, with assistance from SAMHSA and KDADS, to enhance staff and the public's knowledge about current work opportunities for disabled persons.

IV. Services To Be Provided:

Fulfill the requirements as identified in the funding opportunity announcement and in the application Right For Proposal that was submitted to Substance Abuse Mental Health Services Association (SAMHSA).

Comply with all terms and conditions of the cooperative agreement as identified in the Notice of Award and all activities described in the approved grant proposal and fulfillment of the requirements of the Notice of Award (NOA).

Provide KDADS and SAMHSA with all required performance data according to state and federal schedules identified in the Scope of Work V. Deliverables and Reporting.

Exercise proper stewardship of federal grant funds;

Collaborate with KDADS staff in all aspects of the Cooperative Agreement;

Demonstrate progress towards achieving project goals;

Comply with all regulatory and programmatic requirements;

Submit all required forms, data, and reports in one week before federal due date as identified in the Scope of Work Deliverables and Reporting Section;

Participate in all grantee meetings required in the Notice of Award (NOA);

Collaborate with any federal or state funded resource such as the cross-site evaluation;

Conduct meetings with the project partners on a quarterly basis or more frequently as needed.

V. Deliverables and Reporting:

Grantee sites are required to collect and report certain data so that SAMHSA and KDADS can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010.

For this Cooperative Agreement you are required to report performance data on the following performance measures:

The number of practice changes resulting from this grant.

The number of people in the mental health and related workforce trained in mental health-related practices/activities that are consistent with the goals of the grant.

The number of individuals/family members who provide mental health-related services as a result of the grant.

The amount of pooled, blended, or braided funding used for mental health related practices/activities that are consistent with the goals of the grant.

The number of organizations that entered into formal written inter/intra-organizational agreements (e.g. Memorandum Of Understanding (MOU)/Memorandum Of Agreement (MOA) to improve mental health-related practices/activities that are consistent with the goals of the grant.

The number of programs/organizations/communities that implemented specific mental health-related practices/activities that are consistent with the goals of the grant.

The number of individuals screened for mental health or related interventions.

The number of disabled persons who were connected to Vocational Rehabilitation (Ticket to Work) or Working Healthy programs.

This information will be gathered and reported quarterly using SAMHSA's TRAC or SPARS system, within 30 days of the close of the quarter (January 30th, April 30th, July 30th, and October 30th).

Semi-Annual Reporting:

The grantee shall be required to provide a short narrative report on your progress achieved barriers encountered, and efforts to overcome these barriers in a performance assessment report to be submitted semi-annually. At a minimum, your performance assessment report should include data for the required performance measures identified above and address the following questions:

What policy changes and financing policy changes are being discussed as being essential to provide sustainability and expansion of the program to all parts of the state?

What strategies were used to develop and maintain fidelity to the evidence-based practice or intervention across providers over time?

Have staffing levels been achieved and maintained?

Are staff fully trained?

Are peers integrated into positions to provide services and to actively participate in teams?

How many individuals participated in the program?

How many successfully got jobs?

How many of them sustained employment over time?

How much was billed to third party insurers?

What other revenues were identified to sustain the cooperative agreement this evaluation period?

What barriers are you facing that you need guidance from SAMHSA or KDADS?

This report is due to Kansas University Center for Public Policy and Research (KU-CPPR) and KDADS by: April 17th, and October 17th.

Liquidated Damages:

Five thousand dollars (\$5,000.00) shall be assessed, at KDADS' discretion for any instance of the Grantee's failure to report SAMHSA's required data performance measures by the due dates as outlined above.

Financial Reporting: By the 25th of each month, the grantee will submit a monthly financial report for payment to KDADS via Email to Melissa.BogartStarkey@ks.gov. The report is to include documentation supporting the amount of payment requested. Amounts requested will be in accordance to the budget submitted with the grant application. Any deviation from the approved budget will require submittal of a revised budget and an

amendment to the grant and must be approved by KDADS fiscal office and SAMHSA's GPO.

Financial Reporting will also include a detailed account of what third party insurers were billed and the overall billing. Grantees must utilize third party and other revenue realized from provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are ineligible for public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Grantees are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Grantees should consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Administration or senior services) if appropriate for and desired by that individual to meet his/her needs. In addition, grantees are required to implement policies and procedures that ensure other sources of funding are secured first when available for that individual.

VI. Cost and Payment:

Total Cost: Federal Award=\$ 297,743.00

State Funds: \$0.00

This agreement shall begin on September 30, 2016 and shall end on September 29, 2017 with an option to renew for two additional one-year periods. Awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law.

It is KDADS business practice that prior to making payment, KDADS must receive and approve a monthly invoice.

VII. State Resources To Be Provided (If Applicable):

The ESEK Project Administrator position will commit .50% FTE (in-kind) support to the ESEK project.

FY 2017

State of Kansas
Kansas Department for Aging
and Disability Services,
AND
COMCARE of Sedgwick County

AGREEMENT FOR
SUPPORTED EMPLOYMENT ESEK AMENDMENT
(FY 2017)

APPENDIX B

Kansas Department of Administration Form DA-146a (Rev. 6/12)

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 Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 30th day of September, 2016.

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 contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 in this contract, except that such notice shall not be required prior to 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 State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The 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 or 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 contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (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 such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

STATE OF KANSAS
Kansas Department for Aging
And Disability Services, and;
Compass Behavioral Health

FY 2017

AGREEMENT FOR SUPPORTED EMPLOYMENT ESEK
THIRD AMENDMENT

APPENDIX C

COMCARE OF SEDGWICK COUNTY FY 2017 BUDGET

APPENDIX C

Comcare of Sedgwick County

KDADS - SAMHSA Supported Employment - Implementation Site

Budget Year: FY-2017

Grant Period: 9/30/16 --- 9/26/17

Expense Description	BUDGET
Salaries and Wages	218,898
Wireless Allowance	1,200
Copier Charges	0
Facility Lease/Rental	3,530
Seminar/Training Registration Fees	23,122
Incidental Client Services11,102	11,102
Administrative Charges	19,531
Printing	0
Local Vicinity Mileage Reimbursement20	20,000
Office Supplies	0
Technology Equipment < \$10	0
Postage/Shipping	360
Total Budget	297, 743.00