



Sedgwick County Juvenile Residential Facility

KANSAS DEPARTMENT OF CORRECTIONS PROVIDER CONTRACT

(Revised June 2015)

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**CONTRACT BETWEEN THE KANSAS DEPARTMENT OF CORRECTIONS AND
Sedgwick County Juvenile Residential Facility**

The Kansas Department of Corrections (KDOC) by and through the Secretary of Corrections, and **Sedgwick County Juvenile Residential Facility**, ("Vendor"), now mutually agree to the terms and conditions of this Contract as outlined below.

WHEREAS, the law of the State of Kansas, K.S.A. 75-7024(h), states that the Secretary of Corrections shall make and enter into all contracts and agreements and do all other acts and things necessary or incidental to the performance of functions and duties and the execution of powers under this act. The Secretary of Corrections may enter into memorandums of agreement or contractual relationships with state agencies, other governmental entities or private providers necessary to carry out the Secretary's responsibilities pursuant to the Kansas Juvenile Justice Code. The Secretary has deemed it necessary, according to the above statute, to enter into a private Provider Contract with the Vendor for services as listed herein. The Vendor wishes to enter into a Provider Contract with the Secretary of Corrections for such services.

WHEREAS, Vendor is willing and able to provide such services on a regular basis under the terms and conditions hereinafter enumerated below.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Contract, according to the provisions set out herein:

I. SERVICES TO BE PROVIDED BY VENDOR:

Vendor will render the following services enumerated below:

- a. Provide services to KDOC recipients as authorized by the Secretary, to include accepting placement of youth when bed space is available.
- b. Accurately maintain all records as required by Federal and State regulation and to allow and provide immediate access to all such records as requested by the Secretary or his or her designee.
- c. Maintain all assurances required for each service according to the service type and/or type of facility operated and as set forth in all applicable Federal and Kansas statutes, rules and regulations, as well as the KDOC Provider Handbook, which is incorporated by reference and can be found online on the KDOC website at: <http://www.doc.ks.gov/juvenile-services/provider-services>. This handbook is periodically updated and Vendor acknowledges it is responsible for complying with all provisions.
- d. Notify the Secretary immediately upon suspension, revocation, surrender and/or forfeiture of operating license.
- e. Not enter into sub-contracts or assign any part of the service performed under this Contract without obtaining written approval of the Secretary.
- f. Certify that Federal funds used under this Contract do not in any way replace Federal, State, or local funds for already existing services.

II. COMPENSATION. The Secretary and the Vendor understand and agree that the Vendor shall receive compensation only for contractual services provided to approved KDOC recipients, placed by the Secretary or designee in accordance with established current rates for such services. Vendor understands and agrees that these rates are subject to change. A current schedule of services and rates is attached to this contract as Attachment A, Listing of Services, and incorporated by this reference.

III. PAYMENT. The Vendor agrees to bill the Secretary within the first ten (10) days of each month after services are provided, during the term of this Provider Contract. The billing must include itemized charges for each KDOC client and the specific dates services were provided.

IV. PRIVATE LIABILITY. Vendor agrees not to bill or otherwise attempt to collect payments from the recipient, relative of the recipient, recipient's estate, and others for any amounts for any care, services, or goods in excess of the applicable private liability "family share." The Vendor agrees to notify KDOC of non-payment of applicable private liability "family share" and provide records documenting attempted collection methods used.

- V. **NOTIFICATION OF LEGAL ACTION OR ADVERSE LEGAL FINDING.** Vendor shall notify KDOC in writing of any legal action relating to the operation(s) of the Vendor brought against the Vendor, or an owner, officer, or director of the Vendor. Vendor shall also notify KDOC in writing of any adverse finding by a Federal or State court or Federal or State administrative agency against the Vendor concerning or related to its operations. All notifications under this section shall be sent to the Director of Community Based Services at randall.bowman@doc.ks.gov within ten (10) calendar days of receiving the notice of action or adverse finding.
- VI. **ACCESS TO RECORDS.** The KDOC Inspector General shall have access to records under K.S.A. 75-7024(a)(4)(B). KDOC may conduct program and financial compliance audits related to this contract. Vendor agrees to cooperate fully with said audits. The provider will provide access to all pertinent records. Applicable Federal and State law with regard to the care, supervision, confidentiality and inspection of all records pertaining to the provision of services under this contract will govern this Contract.
- VII. **PROGRAM QUALITY ASSURANCE.** The Vendor further understands and agrees to fully cooperate, and provide access for all technical assistance, site visits, records or data requests, program evaluations and respond to corrective action plans as requested.
- VIII. **PROGRAM DATA.** The vendor understands and agrees that it will cooperate in the collection and submission of data as established by the Secretary for each level of service provided. Data will include information pertaining to youth participation and completion of program activities/services. The format and submission process will be provided by the Secretary prior to the start of each contract cycle and any interim changes shall have a one month reviewal process prior to implementation. Reports shall be submitted to KDOC no later than the 7th day of each month.
- IX. **DEFAULT.** In the event of default by KDOC, Vendor will follow the procedures found in the Kansas Prompt Payment Act, K.S.A. 75-6401, *et seq.*
- X. **MODIFICATION.** This Contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- XI. **DURATION.** This Contract is to be in force and effect commencing the 1st day of July, 2016 and ending the 30th day of June, 2017, with the option to extend for a one (1) year period by written agreement of the parties. This option must be executed thirty (30) days prior to the expiration of the Contract.
- XII. **TERMINATION FOR CONVENIENCE.** The parties mutually agree that either KDOC or Vendor may terminate this Contract at any time, without cause, by giving written notice to the other party at least thirty (30) days prior to the selected termination date. The termination shall be effective as of the date specified in the notice.
- XIII. **WAIVER.** Waiver of any breach of any provision in this Contract 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 the Secretary shall not constitute a waiver.
- XIV. **GOVERNING LAW.** The laws of the State of Kansas will govern the interpretation and enforcement of this Contract.
- XV. **INDEMNIFICATION.** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless, the Kansas Department of Corrections and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person. In any and all claims against the Kansas Department of Corrections or any of its' agents, or employees by any employee of the Vendor, anyone directly or indirectly employed, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by, or for the Vendor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- XVI. **CONTRACTUAL PROVISIONS ATTACHMENT.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 3-00), which is attached to this contract as Attachment B, is incorporated into this contract by this reference and made a part hereof.
- XVII. **INFORMATION CONCERNING OWNERSHIP, BOARD MEMBERSHIP, AND CONTACTS.** In addition to providing contact information, the Vendor agrees to disclose the identity of all individuals or organizations that have an ownership interest in Vendor, as well as any Vendor board member who is also a legislator. Vendor agrees to provide this information in the format set out in Attachment C, which is attached to this contract and incorporated by this reference.
- XVIII. **NOTIFICATION OF MERGER OR ACQUISITION.** The Vendor agrees to and shall notify KDOC in writing regarding its intent, and thirty (30) days before its final decision, to merge, acquire, or be acquired by another organization (novation), transfer, sale, consolidation or other corporate restructuring. Upon any corporate restructuring, the Vendor agrees to certify that it has become the authorized successor in interest to the original position of the Vendor before the corporate restructuring, as well as to all right, title, interest and obligations, and that it willingly undertakes to complete the obligations and requirements established by this Contract. All notifications and certifications required by this section shall be sent to the attention of Randy Bowman the Director of Community Based Services at randall.bowman@doc.ks.gov.
- XIX. **NOTIFICATION OF AND ACTIONS FOLLOWING BANKRUPTCY.** The Vendor agrees to and shall notify KDOC in writing within twenty-four (24) hours of a bankruptcy filing, regardless of where filed, and if necessary, shall identify the KDOC as a creditor for any unexpended portion funds awarded under this Contract. All notifications required by this section shall be sent to the attention of Randy Bowman the Director of Community Based Services at randall.bowman@doc.ks.gov.
- XX. **PRISON RAPE ELIMINATION ACT (PREA) AND OTHER ABUSE/NEGLECT.** The following levels of service will comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 et. seq.) and the National Standards to Prevent, Detect, and Respond to Prison Rape, Final Rule (28 CFR 115.5 to 115.93, inclusive) and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with juvenile residents in delivering services and/or goods pursuant to this agreement: Youth Residential Center II.

Specifically, each vendor shall (1) implement and comply with all applicable PREA standards for Juvenile Facilities related to preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within facilities/programs owned and/or operated under this provider contract. (2) Inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct. (3) Promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by PREA. (4) Promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.386 in which any of Contractor's employees is involved as the target of the investigation and review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and, (5) Promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits.

PREA required audits: All audits shall be completed no later than August 20th of the vendor's scheduled year (see Attachment D). Upon receipt of the completed PREA audit, including the improvement plan, it shall be forwarded to the KDOC. The vendor shall gain compliance with all recommendations set forth in the improvement plan within the timeframe outlined or not to exceed March 1st of the subsequent year. Vendors failing to comply with the audit schedule or improvement plan are subject to contract termination.

Each vendor acknowledges that, in addition to "self-monitoring requirements" KDOC will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring.

Vendor agrees that any employee, sub-contractor or volunteer of vendor shall be removed from contact with custody youth if any such employee, sub-contractor or volunteer of vendor is under investigation by any governmental agency for engaging in abuse/neglect of a juvenile. This removal shall continue until such time as any allegations are determined to be unsubstantiated or unfounded. The removal shall be permanent if any such allegations are substantiated.

- XXI. **UNDUE FAMILIARITY.** Vendor agrees and shall ensure that any employee, sub-contractor or volunteer of vendor shall not engage in undue familiarity with any juvenile in the custody of the secretary. Undue familiarity is defined as conversation, contact, personal or business dealings between an employee, sub-contractor or volunteer of the vendor and juvenile and/or the juvenile's family which is unnecessary, not a part of the employee's duties and related to a personal relationship or purpose rather than a legitimate professional purpose.
- XXII. **ENTIRE CONTRACT.** The parties agree that this Contract and any attachments hereto constitute the entire agreement between the parties, all other representations or conditions, be they oral or written, having been expressly merged herein.

PROVIDER:

By: _____
(Print Name)

Signature: _____

Title: _____
Corrections

Date: _____

KANSAS DEPARTMENT OF CORRECTIONS:

By: _____
(Print Name)

Signature: _____

Title: Secretary of Corrections, Kansas Department of

Date: _____

ATTACHMENT A **LISTING OF SERVICES**

Check appropriate boxes and provide County/Counties served or note Statewide.

Provider Name: _____

Check All That Apply	Service Type	Pay Rates	Bed Capacity	Counties Served
<input type="checkbox"/>	Specialized Family Foster Home	\$53.13		
<input type="checkbox"/>	Therapeutic Family Foster Home	\$115.00		
<input type="checkbox"/>	Juvenile Justice Foster Care	\$99.00		
<input type="checkbox"/>	Youth Residential Center II	\$126.00		
<input type="checkbox"/>	Emergency Shelters	\$115.00		
<input type="checkbox"/>	Residential Maternity Care	\$60.57 \$11.69 baby		
<input type="checkbox"/>	Transitional Living Programs	\$100.00		
<input type="checkbox"/>	Community Integration Programs	\$95.00		
<input type="checkbox"/>	Juvenile Detention Center	\$120.00		
<input type="checkbox"/>	Psychiatric Residential Treatment Facility	Variable		

All Services listed above are billed via the electronic community placement invoice except Psychiatric Residential Treatment.

NOTE: These rates are subject to change. See page 2, Section II, Compensation.

State of Kansas
Department of Administration
DA-146a (Rev. 4-11-13 KDOC)

ATTACHMENT B
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. 04-11), 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 1st day of July, 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 or Budget Rescission or Allotment:** 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. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. 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.

ATTACHMENT B (continued)
CONTRACTUAL PROVISIONS ATTACHMENT

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.
14. **Compliance with Prison Rape Elimination Act (PREA):** The contractor agrees to comply with all applicable provisions of the Prison Rape Elimination Act of 2003 (42. U.S.C. §§ 15601, et seq.), as amended from time to time, and National PREA Standards promulgated by the Attorney General of the United States, under authority of that Act, found at 28 CFR Part 115, as amended from time to time. The contractor further agrees to comply with all applicable administrative policies and procedures of the Kansas Department of Corrections and its facilities, dealing with the subject matter of sexual abuse or sexual harassment of inmates or juvenile residents.

ATTACHMENT C **PROVIDER INFORMATION FORM**

1. **Date:** _____

2. **Provider/Facility Name:** _____

**PLEASE NOTE: If you have multiple facilities or levels of service, each Provider/Facility Name on the Attachment C must be unique to that location/level. For example, The YRC II (#1), The YRC II (A) or The YRC II (KDHE license name).*

3. **Remittance Payee Name:** _____

Remittance Address: _____

Name of Billing Contact: _____

FEIN#: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

4. **Residential Address:** _____

Name of Residential Administrative Contact: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

5. **Name of Residential Referral Contact:** _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Level of Service (PRTF, YRC II, JJFC, etc.)	Licensed Beds	Actual Beds	Gender Served (M/F)	Additional Information (You may include any additional information you choose, for example, special programming, special populations served, etc.)

IMPORTANT NOTE: A separate Attachment C must be completed for **each** level of service and **every** physical location. An Attachment C should be updated and sent to KDOC when any changes occur during the term of the Contract.

ATTACHMENT C (continued)
PROVIDER CONTACTS

Provider/Facility Name: _____

- 6. List all individuals and/or organizations that have any direct or indirect ownership or controlling interest in the facility, organization, or agency: *(use additional sheets if necessary)***

Name	Street Address	Phone # and email address	Legislator? Yes/No

- 7. List all members of your board of directors who are legislators: *(use additional sheets if necessary)***

Name	Street Address	Phone # and email address

- 8. List all individuals or entities that must be notified in case of termination of contract and /or suspension of admissions: *(use additional sheets if necessary)***

Name	Street Address	Phone # and email address

ATTACHMENT C (continued)
PROVIDER PREMISES FORM

IMPORTANT NOTE: A separate Attachment C must be completed for **each** level of service and **every** physical location. An Attachment C should be updated and sent to KDOC when any changes occur during the term of the Agreement.

Facility Name: _____

Physical address of Facility: _____

1. List any person that has any ownership interest in the property that the facility is located on: *(use additional sheets if necessary)*

Name of person(s) with an ownership interest in the premises:	Street address of the person(s) that has any ownership interest in the premises:

2. If the owner of the property on which the facility is located is a business entity, list all individuals that have an ownership interest in that business entity: *(use additional sheets if necessary)*

Name of person(s) with an ownership interest in the business entity that owns the premises:	Name of business entity that has an ownership interest in the premises: