

## TRANSITIONAL HOUSING SERVICES AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS  
and  
MENTAL HEALTH ASSOCIATION OF SOUTH CENTRAL KANSAS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Sedgwick County, Kansas ("County") and the Mental Health Association of South Central Kansas, a Kansas not for profit corporation ("Contractor").

WITNESSETH:

**WHEREAS**, County, by and through its COMCARE Department ("COMCARE") is a licensed community mental health center, and a certified alcohol and drug treatment center; and

**WHEREAS**, COMCARE requires residential housing services for adults with 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. Purpose and Scope of Work.** Contractor shall provide residential housing services for adults with mental illness. Contractor will provide these services in accordance with Appendix B, which is attached hereto and incorporated as if fully set forth herein. The parties agree that time is of the essence in Contractor's performance of this Agreement.

**2. Term.** The term of this Agreement shall commence on the date first written above and end on December 31, 2019. This Agreement may continue for a reasonable time after December 31, 2019, if both parties agree to continue operating under the terms of this Agreement while they are actively developing a contract for 2020.

**3. Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Purpose, Goals and Objectives), Appendix C (Budget), and Appendix D (Outcome Report Template) are attached hereto and are made a part hereof as if fully set forth herein.

*[remainder of this page intentionally left blank]*

## 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. Compensation.** Contractor agrees to payment on a reimbursement basis.

Payment will only be made for those services listed on a client's treatment plan that are also determined to be medically necessary by COMCARE staff. COMCARE shall communicate with Contractor regarding any errors pertaining to clinical transaction submission, treatment plan authorization, and medication necessity.

In no event will the amount paid as compensation hereunder exceed ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$148,615.00). These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment, and/or services, and shall be the sole compensation rendered to Contractor hereunder.

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 it 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, the payment to Contractor will 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.

**4. Invoicing and Billing.** In addition to the submission requires of paragraph 4 of this Section, Contractor shall also submit all invoices to Sedgwick County Finance, Accounts Payable. Invoices may be submitted electronically (AP\_Invoices@sedgwick.gov), via fax (316.941.5127), or by mail to the following address: Sedgwick County Finance, Attention: Accounts Payable, 525 N. Main, Ste. 823, Wichita, Kansas 67203.

Invoices must include the following information:

- a. Invoice number
- b. Invoice date
- c. Supplier's name and address
- d. Customer's name and address
- e. Sedgwick County PO number (for PO purchases only)
- f. Sedgwick County contact name and department (for non-purchase order purchases)
- g. Details of the goods and/or services provided
  1. Include location address (if applicable)
- h. Goods quantity
- i. Prices of goods and/or services
- j. Total amount due
- k. Additional charges (*e.g.*, freight) (must be listed as a separate invoice item)

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

**5. 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.

**6. 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  
271 W. 3<sup>rd</sup> Street N. Suite 600  
Wichita, Kansas 67202

and

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

**Contractor:** Mental Health Association of South Central Kansas  
Attn: Mary C. Jones  
555 N. Woodlawn, Suite 3105  
Wichita, Kansas 67208

**7. 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.

**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. 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.

**9. 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.

**10.     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.

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

<b>Worker's Compensation</b> Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b> Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
<b>Bodily Injury:</b> Each occurrence Aggregate	 \$500,000.00 \$500,000.00
<b>Property Damage:</b> Each occurrence Aggregate	 \$500,000.00 \$500,000.00
<b>Personal Injury:</b> Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
<b>Automobile Liability – Owned, Non-Owned, and Hired:</b> 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

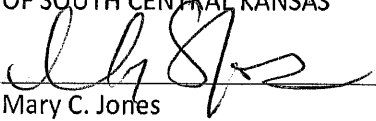
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

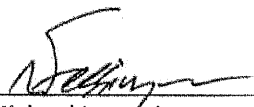
SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
David T. Dennis, Chairman  
Commissioner, Third District

MENTAL HEALTH ASSOCIATION  
OF SOUTH CENTRAL KANSAS

  
\_\_\_\_\_  
Mary C. Jones  
President and CEO

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Michael L. Fessinger  
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. 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.
- b. 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.
- c. Contractor shall provide written notice to the Director of COMCARE if it is unable to provide the requested 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.
- d. Contractor agrees to submit a progress reports covering each service by the 30<sup>th</sup> day of the month following each calendar quarter. Program reports are due no later than the last day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is provided. The report should be sent to COMCARE at dhhsreports@sedgwick.gov. The program progress report should address the goals and objectives as stated in the Agreement. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, Contractor may be subject to suspension of payment until the reports have been received and approved.
- e. County expressly understands and agrees that Contractor will not provide services if appropriate authorization and supporting documentation, including a complete treatment plan (i.e. contains amount of hours requested, responsible provider, goals and interventions), is not received by Contractor from County.
- f. 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 Agreement. 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.
- g. Consistent with good patient care and State of Kansas mental health center licensing requirements, County and Contractor agree that it is their mutual intent to provide an integrated clinical record system for clients receiving services from both parties. Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.
- h. County and Contractor agree to the following referral procedures for individuals requiring services:
  - a. Adult Consumers: All referrals for contracted services will come through COMCARE for authorization. This may occur at any time the client is receiving treatment at COMCARE. Referrals initiated by COMCARE will include a treatment plan authorizing services and opening of assignments in the medical record. The Mental Health Association (hereinafter "MHA") will obtain referrals and treatment plans from COMCARE's electronic medical record for cases in which COMCARE is the primary case management provider. Clients may request contracted services through the Contractor. In these cases, Contractor will provide COMCARE with a copy of Contractor's intake, Severely and Persistently Mentally

III (hereinafter "SPMI") Determination and any other relevant documentation to support the request for services. The Director of Rehabilitative Services or their designee will authorize Contractor to provide contracted services. Authorization will be noted in the client's record.

- b. Children/Youth: All referrals for contracted services will come through COMCARE. This may occur at any time the client is receiving treatment at COMCARE. Referrals initiated by COMCARE will include a treatment plan authorizing services and opening of assignments in the medical record. MHA will obtain referrals and treatment plans from COMCARE's electronic medical record for cases in which COMCARE is the primary case management provider. Families/Guardians may request contracted services through Contractor. In these cases, Contractor will provide COMCARE with a copy of Contractor's intake, Severely Emotionally Disturbed (hereinafter "SED") Determination and any other relevant documentation to support the request for services. The Director of Rehabilitative Services or their designee will authorize Contractor to provide contracted services. Authorization will be noted in the client's record.

## **GRANT PROGRAMS, SERVICE DESCRIPTIONS, AND GOALS & OBJECTIVES**

### **A. TRANSITIONAL HOUSING:**

**Transitional Housing Service (\$148,615):** Contractor agrees to provide six (6) short-term beds. Stays with Transitional Housing will not exceed twenty-eight (28) days, unless otherwise negotiated. The stays will be utilized to aid in successful rehabilitation of persons at risk for hospitalization or reintegration from hospitalization. Service will be provided as outlined in the consumer's treatment plan. Each resident must be involved in community support services, including case management and a day program. Housing placements will be utilized to help each individual develop skills to reintegrate or remain in the community. Goals may include, but are not limited, to: personal hygiene skills, medication management, meal preparation, home management, budgeting, and psychosocial and vocational/educational skills. These services are provided as an extension of other rehabilitative efforts for each resident. Thus, each resident must be in a treatment program that includes community support services. Contractor agrees to maintain appropriate licensure for all its residential services funded through this Agreement.

### **General Transitional Housing Provisions**

Contractor agrees to:

1. Employ only program support staff that have been screened using KBI and SRS abuse/neglect background checks, reference checks, and individual interviews. Each worker shall receive training in accordance with Residential Care guidelines.
2. Collaborate with COMCARE to admit persons using established criteria; address bed utilization and consumer needs, to ensure appropriate consumer placement and ensure required paperwork is submitted. COMCARE staff will forward complete applications and treatment plans to the Director of Residential Care prior to admission.
3. Participate in coordination with each consumer's treatment plan.
4. Implement individualized program plans for each consumer emphasizing skills needed to live in the most independent community placements.

5. Conduct quality assurance and utilization review processes consistent with Medicaid regulations.
6. Provide after-hours backup for employees.
7. Ensure a supervision alternative is provided when residents have a physical illness that precludes involvement in available day programs.

**County agrees to:**

1. Name the COMCARE staff having the authority to request admission. Contractor reserves the right to deny services in accordance with Contractor's policy. All applications shall be reviewed by COMCARE staff to ensure appropriateness of placement and screen for violent behavior and/or histories of sexual offending and/or drug abuse. Applicants with such histories must be mutually agreed upon by COMCARE and the Director of Residential Care prior to admission.
2. Ensure that no consumer be admitted into the program without accompaniment from community case management and current signed treatment plan indicating need for residential services. It is the responsibility of the case manager to respond to all situations requiring back up during regular business hours. Case manager must be present during all involuntary discharges.

**Specialized Residential Services Goals and Objectives**

1. 75% of consumers served through the Specialized Residential Services will move into a more independent setting as measured by living status at discharge from the program.
2. 80% of consumers will report satisfaction (i.e. were treated with respect and courtesy, feel staff is competent and caring, and happy with the program's appearance and atmosphere) with specialized residential services as measured by a consumer satisfaction survey administered annually.
3. 80% of case managers will report satisfaction (i.e. happy with services, treated with respect and courtesy, and staff communicates about client's needs) with specialized residential services as measured by a case manager satisfaction survey administered annually.

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**APPENDIX C  
BUDGET**

**Transitional Housing Services**

Salaries & Wages	\$109,803
Rent	\$18,000
Utilities	\$6,453
Security/Maintenance	\$1,859
Food	\$6,500
Telephone / Internet	\$3,000
Household Supplies	\$3,000
<b>Total Transitional Housing:</b>	<b>\$148,615.00</b>

**TOTAL TRANSITIONAL HOUSING SERVICES BUDGET: \$148,615.00**

APPENDIX D  
OUTCOME REPORT TEMPLATE

Sedgwick County Contract Outcomes

QUARTERLY REPORT

\_\_\_\_\_ Quarter

\_\_\_\_\_ Year

Organization:

Program Name:

Contact Information

Name:

Address:

Phone:

<b>GOAL 1:</b>				
<b>OUTCOME 1:</b>				
<b>MEASUREMENT TOOL:</b>				
<u>1<sup>st</sup> Quarter</u>	<u>2<sup>nd</sup> Quarter</u>	<u>3<sup>rd</sup> Quarter</u>	<u>4<sup>th</sup> Quarter</u>	<u>Year to Date</u>
Number:	Number:	Number:	Number:	Number:
Percentage:	Percentage:	Percentage:	Percentage:	Percentage:
<b>ACTUAL RESULTS</b>				
<b>RESULTS DISCUSSION:</b>				

<b>GOAL 2:</b>				
<b>OUTCOME 2:</b>				

<b>MEASUREMENT TOOL:</b>				
<u>1<sup>st</sup> Quarter</u>	<u>2<sup>nd</sup> Quarter</u>	<u>3<sup>rd</sup> Quarter</u>	<u>4<sup>th</sup> Quarter</u>	<u>Year to Date</u>
Number:	Number:	Number:	Number:	Number:
Percentage:	Percentage:	Percentage:	Percentage:	Percentage:
<b>ACTUAL RESULTS</b>				
<b>RESULTS DISCUSSION:</b>				

<b>GOAL 3:</b>				
<b>OUTCOME 3:</b>				
<b>MEASUREMENT TOOL:</b>				
<u>1<sup>st</sup> Quarter</u>	<u>2<sup>nd</sup> Quarter</u>	<u>3<sup>rd</sup> Quarter</u>	<u>4<sup>th</sup> Quarter</u>	<u>Year to Date</u>
Number:	Number:	Number:	Number:	Number:
Percentage:	Percentage:	Percentage:	Percentage:	Percentage:
<b>ACTUAL RESULTS</b>				
<b>RESULTS DISCUSSION:</b>				

**OUTCOME REPORT SUMMARY:**

Please summarize any outcomes that **did not** meet the targeted goal or were unable to be reported on during this quarter.