

AGREEMENT BETWEEN THE SECRETARY OF  
SOCIAL AND REHABILITATION SERVICES OF KANSAS  
AND  
THE SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

THIS AGREEMENT by and between the Secretary of Social and Rehabilitation Services of Kansas on behalf of the Kansas Department of Social and Rehabilitation Services (SRS) as the single State agency for administration of the Kansas Medicaid Plan (pursuant to 42 U.S.C. 1396a, et seq.) and the Secretary of Health and Environment of Kansas on behalf of the Kansas Department of Health and Environment (KDHE) is entered and effective on June 18, 1989. This agreement shall be in effect through June 30, 1990, and may be extended for specific periods beyond that time by mutual written agreement of the parties.

I. MUTUAL OBJECTIVES

The purpose of this agreement is to provide for the orderly transfer and funding of inspection of care (IOC) team services as organized and performed under the requirements of 42 C.F.R. Part 456, Subpart I, from the Department of Social and Rehabilitation Services to the Kansas Department of Health and Environment. This transfer is to be conducted so that SRS, as the single State Medicaid agency, will remain in compliance with all requirements of the Medicaid Program pursuant to 42 U.S.C. 1396a et seq. and 42 C.F.R. Part 430 et seq. Particularly all efforts are to be made that the transfers are to be orderly, of minimum inconvenience to the affected employees, of minimum disruption to the functions of the IOC teams, and to avoid any resulting disallowances and deferrals of any federal financial participation (FFP).

II. OBLIGATIONS OF EACH AGENCY

A. KDHE Responsibilities:

1. Duties - KDHE shall perform the following duties. Wherever applicable, the requirements of 42 U.S.C. 1396a(a)(26) and (31) and of 42 C.F.R. Part 456, Subpart I shall be fully met.
  - a. KDHE agrees to receive and orderly arrange the employment transfers of all SRS employees as mutually agreed with SRS. KDHE will assume payroll payment responsibilities from June 18, 1989.
  - b. KDHE will utilize all of the transferred employees in duties directed to first meet the priority requirements of the Kansas Medicaid Program during all periods in which this agreement is in effect. All such priorities shall be determined by SRS.
  - c. KDHE agrees to complete an annual review on each home and community-based services (HCBS) recipient prior to the anniversary date of each such recipients agreement. Such reviews shall be from a list furnished from SRS on the 20th day of the last month of each calendar quarter.

- d. KDHE agrees to annually review all certified adult family homes to confirm compliance with K.S.A. 39-1501.
- e. KDHE agrees to take all review actions necessary to then send information necessary to SRS for the completion of the HCFA quarterly showing that is due to the HCFA Regional Office 30 days after the close of each quarter. The information shall be furnished to SRS no later than 10 days following each quarter. A copy of the completed quarterly showing shall be returned to KDHE.
- f. KDHE agrees to review utilization review billings and to make payments for services rendered, subject to upper limits approved by SRS.
- g. KDHE agrees to have professional personnel review heavy care prior authorization requests and to make evaluations as to whether subsequent billings are consistent with cost to the provider. KDHE will make recommendations when called upon by SRS on heavy care prior authorization requests.
- h. KDHE agrees to have the IOC/UR/MR teams continue to complete and forward the MS-2008 forms to SRS.
- i. KDHE agrees to contract for a physician as a part of the utilization review process.
- j. KDHE agrees to contract for a physician to assist and be a part of the annual medical review of the State Institutions for Mental Disease.
- k. KDHE agrees to maintain the utilization review contract with the Medical Society of Sedgwick County and to reimburse them for their services.
- l. KDHE agrees to allow and maintain contact to SRS with the transferred employees for all necessary preparations and appearances in any hearing appeals or judicial actions that may arise from or related to any action or duties of such employees. All such preparations and appearances shall be given priorities as determined by SRS.
- m. KDHE agrees to maintain all records pertaining to the services of this contract for a period ending five years from the expiration date of this contract.
- n. KDHE agrees to take all actions necessary and to perform all of its duties with due diligence to follow all applicable requirements of the Medicaid Program and to avoid any sanctions and penalties to the Kansas Medicaid Program related to such duties.

2. Delegation of Authorities - KDHE agrees that its duties under this agreement are delegated in conformity with the requirements of 42

C.F.R. 431.10 and that SRS retains all discretion and authorities necessary to act as the single State agency for the administration of the Kansas Medicaid Plan. KDHE agrees that all employees assigned to IOC team services shall be considered as contract agents of the single State Medicaid agency, SRS, for the purposes of the administration of the Kansas Medicaid Plan.

B. SRS Responsibilities:

1. Duties - SRS shall perform the following duties. Wherever applicable, Medicaid requirements shall be given priority.
  - a. SRS shall pay for all expenses, except payroll, of the IOC teams through June 30, 1989. SRS shall provide KDHE with the personnel records of the transferred employees. SRS shall provide KDHE with agreed office equipment on the attached list for the transferred employees. This list may be modified as mutually agreed by the Secretaries or their designees. SRS shall allow the transferred employees to temporarily remain as agreed in SRS offices.
  - b. SRS shall make available to KDHE a listing of adult care homes and swing bed hospitals participating in the Medicaid Program quarterly.
  - c. SRS agrees to provide a psychologist to assist with the ICF-MH annual reviews.
  - d. In the event of limited resources or extended growth, SRS shall set the priorities for the workload. These priorities are in the following order: regular IOC reviews, UR's, HCBS reviews, and case mix assessments.
  - e. SRS agrees to timely send a listing of facilities that need to be reviewed quarterly to KDHE. SRS reserves the right to modify such lists to meet Medicaid priorities.
  - f. SRS agrees to provide all necessary forms to KDHE as required for services under this agreement.
  - g. SRS agrees to provide necessary Medicaid Bulletins from its fiscal agent to KDHE.
  - h. SRS agrees to provide such legal services as it deems necessary for advice to and representation of the IOC teams.
  - i. SRS agrees that it will take such actions and send such notices as it deems necessary from IOC team reports and findings. SRS agrees that it will provide all legally required due process proceedings for review of such actions and notices.
2. Restriction on Delegations - SRS agrees that any duties delegated under this agreement are subject to all necessary restrictions of 42 C.F.R. 431.10 and that SRS retains all discretions and authorities

necessary to act as the single State agency for the administration of the Kansas Medicaid Plan.

### III. COOPERATIVE RELATIONSHIPS

- A. Meetings - To further the functioning of this agreement, a meeting shall be held at least quarterly between the staffs of the two agencies. SRS shall call, chair, and document the meetings.
- B. Training - Each agency agrees to provide, upon its own request or the request of the other agency, necessary training programs for the staff of the other agency.

### IV. FINANCIAL AGREEMENT

Payments to KDHE for services under this agreement shall be pursuant to the Governor's Budget Amendment No. 3, Item No. 4, for FY 1990 and shall not exceed \$1,206,880 for the base period of this agreement. The payment process shall be construed and applied to meet all applicable Medicaid requirements.

### V. CONSTRUCTION AND APPLICATION OF AGREEMENT

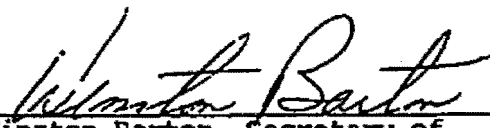
This agreement shall be construed and applied to be in conformity with all federal Medicaid requirements and standards, including but not limited to: 42 U.S.C. 1396a et seq., 42 C.F.R. Title 42 and Title 45, and especially 42 C.F.R. 456, 600 et seq. and 42 C.F.R. 431.10. In the event of conflict of any of the provisions of this agreement with those federal requirements and standards, the conflicting provisions of this agreement shall be void.

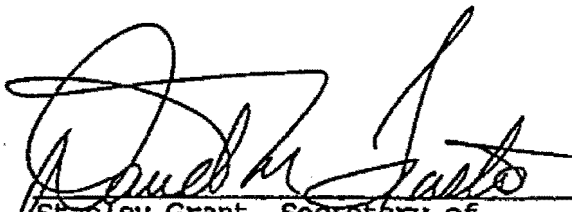
### VI. ATTACHED PROVISIONS

The provisions found in Contractual Provisions Attachment - Form DA-146a, which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.

### VII. EXTENSION

Extensions of this agreement beyond its base term ending June 30, 1990, shall be agreed in writing by the Secretaries and shall be for specific, limited periods and fiscal amounts.

  
Winston Barton, Secretary of  
Social and Rehabilitation Services

  
Stanley Grant, Secretary of  
Health and Environment

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-146c), which is attached herein and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof."*

The undersigned 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 dated the \_\_\_ day of \_\_\_\_\_, 19\_\_

**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

**2. AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas

**3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If, in the judgment of the Director of Accounts and Reports, State 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 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**

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

**5. ANTI-DISCRIMINATION CLAUSE**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry; (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. 1975 Supp. 44-1031; (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 act by the Kansas Commission on Civil Rights, shall constitute a breach of the contract and it may be cancelled, terminated or suspended in whole or in part by the Director of Purchases, State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with this agency of the Kansas state government total less than \$5,000 during this fiscal year.

**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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges, and no provision 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.

**8. REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the state 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. 1979 Supp. 75-510; et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

Vendor/Contractor

6/15/89 Winston Burton  
Date Signature

Agency Head/Authorized Representative

7/18/89 [Signature]  
Date Signature

Secretary

KANSAS MEDICAID STATE PLAN

Salina Team:

2 desks  
2 chairs  
1 metal stand  
1 wastebasket  
2 file cabinets  
1 folding chair  
1 fan  
2 floor mats

Wichita Team:

2 desk  
3 file cabinet  
2 chairs  
1 lamp  
1 wastebasket

Concordia Team:

2 desks  
2 chairs  
6 drawer file cabinet  
1 shelf for forms  
2 phones  
2 wastebaskets

Hoxie Team:

1 desk  
1 chair  
1 5 drawer  
1 typewriter  
1 phone  
1 cabinet for forms  
1 trash can

Topeka Team(s)

1 Herman Miller desk units-  
(overhead cabinet, drawers, & bulletin board)  
4 Herman Miller extender tables  
4 straight chairs  
4 filing cabinets  
2 typewriters  
4 trash cans  
4 telephones

Attachment 4.16-A (IOC Teams)

Page 6 Darcy: Topeka A

1 desk  
1 chair  
1 DG  
1 Herman Miller table  
1 typewriter  
1 4 drawer lateral file  
1 3 drawer file cabinet  
1 book shelf  
1 telephone  
1 wastebasket  
1 fan  
2 bulletin boards

Coldwater Team:

2 desks  
2 chairs  
2 file cabinets  
1 wastebasket  
1 phone

Evelyn: Topeka OFF

1 desk  
1 Herman Miller desk  
1 table  
3 chairs  
1 file cabinet  
2 small stands  
1 bookcase  
2 bulletin boards  
1 wastebasket  
1 telephone

KANSAS MEDICAID STATE PLAN

Chanute SRS Area Office: (2 teams)

- 2 desks - pedestal
- 2 chairs
- 2 file drawers, 1 5 drawer/1 4 drawer
- 1 2 drawer
- 1 long conference table

Osawatomie SRS Area Office:

- 1 5 drawer file
- 1 book case
- 1 table
- 1 chair (broken)

Wichita SRS Area Office:

- 2 desks
- 2 file cabinets
- 1 chair
- 1 waste basket

Kansas City Area Office:

NO FURNITURE

Kansas City Area Office has for their use:

- 2 modular Herman Miller units with 3 file drawer units built in.
- 1 5 drawer file cabinet
- 2 2 drawer file cabinets

Hutchinson Area Office:

- 2 desks - Herman Miller
- 2 chairs
- 2 file cabinets 4 drawer

Veletta / Dr. Zimmerman

*Topoka Office*

- 1 desk
- 1 table, typing
- 1 plastic floor mat
- 1 Herman Miller panel 5' x 5'
- 1 Herman Miller panel 2' x 5'
- 1 bulletin board 3'x2'
- 1 5 drawer lateral
- 1 4 drawer lateral
- 4 5 drawer file cabinets
- 1 secretary chair
- 1 IBM typewriter

- 1 small desk
- 1 chair
- 1 3 shelf book case
- 1 table
- 2 chairs

Pat

*Topoka Office*

- 1 desk
- 1 4 shelf file cabinet
- 3 small tables
- 3 chairs
- 1 desk chair
- 1 fan
- 1 5 drawer file cabinet
- 1 desk lamp

SPECIAL LIMITED POWER OF ATTORNEY

Know all men by these presents, that I, the undersigned, Stanley C. Grant, Ph.D., Secretary of Health and Environment, in the county of Shawnee, State of Kansas, hereby appoint David M. Traster, General Counsel, Kansas Department of Health and Environment, in the county of Shawnee, State of Kansas, as my attorney in fact to execute in my behalf all official Kansas Department of Health and Environment documents including, but not limited to, orders, contracts, letters, notices, licenses, and permits.

RATIFICATION

Be it also known that I, Stanley C. Grant, Ph.D., hereby ratify the execution of all official Kansas Department of Health and Environment documents previously made in my behalf by David M. Traster.

LIMITATIONS OF AUTHORITY

The powers of said General Counsel shall be limited to the extent set out in writing in this limited power of attorney, and shall not include any other power not herein specified.

EFFECTIVE TIME

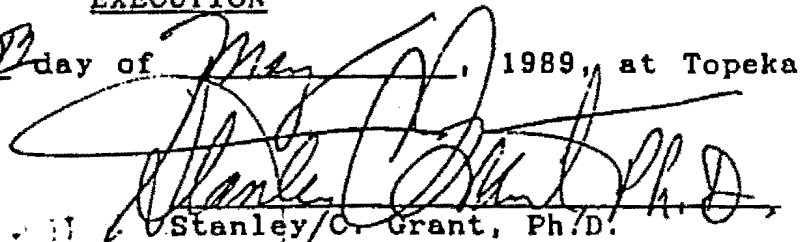
This limited power of attorney shall become effective immediately and shall remain in full force and effect until such time that either Stanley C. Grant, Ph.D. or David M. Traster no longer serve the Department of Health and Environment in their present capacities as Secretary and General Counsel respectively, or upon revocation by the Secretary.

PRESERVATION OF POWER

The power herein granted to the General Counsel shall in no way limit or diminish any other power presently held by said General Counsel in his capacity as attorney to the Secretary.

EXECUTION

Executed this 11<sup>th</sup> day of May, 1989, at Topeka, Kansas.

  
Stanley C. Grant, Ph.D.  
Kansas Department of Health and  
Environment