

Section 11 / Part 1  
Effective Date: April 2010  
Length of document: 15 pages

## **Provider Agreement Packet**

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# **PROVIDER AGREEMENT**

Revised 5/2008

## **DCF Provider Agreement Form , GS 3906**

### **INSTRUCTIONS**

Step by step instructions for *Provider Agreement* completion. (Steps 1-5 may be completed by the vendor).

#### **SECTION 1**

- δ Name and address of vendor.
- δ Tax ID - Enter the vendor Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This will be used to report all payments to the IRS.
- δ Work phone, home phone, fax and e-mail of the vendor.
- δ Vendor license number and date of issue, if applicable.
- δ Enter name and address of all individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the facility, organization or agency.

#### **SECTION 2**

- δ Enter Regional Office name, Regional Director name or contact Designee, his or her address and phone number.

#### **SECTION 3**

- δ Mark the applicable service categories. Assign start and end dates.

#### **SECTION 4 - 8**

These Sections require no completion.

#### **SECTION 9-10**

Complete the reference to the appropriate appendices

#### **SECTION 11**

Regional Office staff must review the completed *Provider Agreement* for conformance with standards as set by DCF Central Office. The provider will sign the Agreement and the Regional Director's and or Director of Rehabilitation Services signature(s) signifies this conformance.

The Vendor must sign and date the *Provider Agreement*. Vendor signature signifies compliance with all required vendor criteria.

DCF must attach the appropriate Appendix designating the type of service being provided, and the capacity and type of facility, if applicable.

# DCF PROVIDER AGREEMENT

State of Kansas  
 Department of Children and Families  
 Administrative Services

GS-3906  
 9-05

New Agreement <input type="checkbox"/>
Renewal <input type="checkbox"/>
Amended <input type="checkbox"/>

Start Date	
End Date	
Agreement #	

## SECTION 1: Vendor

Name					
Address					
City		State		ZIP	
E-Mail			FAX #		
Tax ID#			Work Phone		
FEIN/SSN			Home Phone		
License #			License Date		

List all individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the facility, organization or agency.

**Name A**

**Address**


## SECTION 2: Secretary, Department for Children and Families

Region	RS Program Administrator	Phone
Director of Rehabilitation Services	Michael Donnelly	
Address	915 SW Harrison 9N Docking State Office Building	
City	Topeka	State KS ZIP 66612-1505 Phone 785-368-7471

## SECTION 3: Service Category. Complete an Appendix listed for each box checked.

Reserved	<input type="checkbox"/> Appendix A	Child/Youth	<input type="checkbox"/> Appendix B
Assessment	<input type="checkbox"/> Appendix C	Education/Training	<input type="checkbox"/> Appendix D
Employment-Related Services	<input type="checkbox"/> Appendix E	Transportation	<input type="checkbox"/> Appendix F
Other	<input type="checkbox"/> Appendix G		

## DCF PROVIDER AGREEMENT

This Provider Agreement is entered into by and between the party listed in SECTION 1, called the "Vendor" and the Secretary of the Kansas Department for Children and Families or designee as represented in SECTION 2, called "Secretary". The law of the State of Kansas, K.S.A. 39-708c, states that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare, which are administered or supervised by the Secretary. The Secretary has deemed it necessary, according to the above statute, to enter into a Provider Agreement with the Vendor for services listed herein. The Vendor wishes to enter into a Provider Agreement with the Secretary for such services.

The parties agree as follows:

**SECTION 4: Authority of Agent.** The Secretary assures the Vendor that the Secretary has the authority to delegate and has delegated the full appropriate legal authority to the Region Director listed in SECTION 2, to enter into this Provider Agreement as representative and agent to the Secretary in all matters relating to this Provider Agreement's execution and performance.

**SECTION 5: Compensation.** The Secretary and the Vendor understand and agree that the Vendor shall receive compensation only for services provided to approved DCF clients in accordance with established current rates for such services.

**SECTION 6: Billing and Payment.**

- a. 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 Agreement. The billing must include itemized charges for each DCF client and the specific dates services were provided.
- b. The Secretary agrees that payment shall be made to the Vendor within thirty (30) days of receipt of the billing.

**SECTION 7: The Vendor's Duties.** The Vendor agrees to:

- a. Provide services to DCF clients as authorized by the Secretary.
- b. Accurately maintain all records as required by Federal and State regulations and to allow and provide access to all such records as may be requested by the Secretary or designee.
- c. Maintain all assurances required for each Appendix marked in SECTION 3.
- d. Notify Secretary immediately upon forfeiture of operating license.
- e. Not enter into sub-contracts or assign any part of the service performed under this Agreement without obtaining written approval of the Secretary.
- f. Certify that Federal funds used under this Agreement do not replace in any way, Federal, State or local funds for already existing services.

**SECTION 8: Private Liability.** The Vendor agrees not to bill or otherwise attempt to collect payments from the client, relative of the client, client's estate and others for any amounts for any care, services or goods.

**SECTION 9: Termination of Provider Agreement.** This Provider Agreement may be canceled by either party by providing written notice at least thirty (30) days in advance of the effective date of the termination. The Vendor shall not perform new DCF client services after the termination date, and shall cancel as many existing DCF client services as possible.

The Secretary reserves the right to terminate this Provider Agreement if the Vendor fails to perform the duties as listed in SECTION 7.

**SECTION 10: Incorporation by Reference.** The provisions found in **CONTRACTUAL PROVISION ATTACHMENT** (Form DA146a), the DCF **Provider Agreement**, and **Appendices**, which are attached and executed by the parties to this Provider Agreement, are incorporated in this Provider Agreement and made a part of this Agreement by reference.

**SECTION 11: Effective Date.** This Provider Agreement shall become effective only upon its execution by the parties hereto, or by their duly authorized agents or representatives.

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rehabilitation Services Director

\_\_\_\_\_  
Date

## 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. 1-01), 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 \_\_\_\_ 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 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, 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 beyond that liability incurred 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.  
  
Parties to this contract understand that 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 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 beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), 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 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 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 of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 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.
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."

## CERTIFICATION OF QUALIFICATIONS

MY SIGNATURE BELOW CERTIFIES THE ABOVE INFORMATION AND ATTACHMENTS TO BE TRUE AND ACCURATE. I UNDERSTAND FAILURE TO DISCLOSE AN OFFENSE MAY RESULT IN TERMINATION OF THE PROVIDER AGREEMENT.

Print Name \_\_\_\_\_

SSN or FEIN \_\_\_\_\_ Date \_\_\_\_\_

Provider Agency \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
Signature

***PLEASE ALSO ATTACH:***

- 1) *COPY OF YOUR DRIVERS LICENSE AND VERIFICATION OF AUTO INSURANCE IF YOU WILL BE PROVIDING TRANSPORTATION TO DCF CLIENTS AT ANY TIME.*
  
- 2) *COPIES OF ANY LICENSE, CERTIFICATION OR CREDENTIALS REQUIRED RELATED TO PROVISION OF SERVICES.*

## **DCF CONFIDENTIALITY POLICY**

### **For *Provider Agreement Services***

The provider agrees that none of its employees, agents, students, or assignees involved in providing services, receipt of services, the studies of services, or research/review of DCF programs, directly or indirectly, under the terms of this contract shall use any information, systems, records, or other material of a confidential nature for any purpose other than to fulfill its contractual responsibilities to DCF.

Almost all information concerning applicants, clients or former clients is considered confidential. Use of such information is limited to purposes directly connected with DCF program administration. All disclosure, even within the contracting agency, is limited to a need-to-know basis and to only that information reasonably necessary to accomplish the purpose of such disclosure. Information may be disclosed when the purpose of disclosure is directly related to: (1) the administration of DCF programs; (2) an investigation, prosecution, or criminal or civil proceeding connected with the administration of DCF program or SSI program; or (3) the administration of any Federal or Federally assisted program providing cash or in-kind assistance services to individuals on the basis of financial need. **Under no circumstances is a contractor/provider authorized to release, to an applicant, participant, or anyone else, any information obtained from another agency or facility.** Release of any confidential information to an outside source, other than under exceptions listed above, requires a written release of information, signed by the client. The nature of information to be safeguarded includes the following:

- (1) Names, addresses, phone numbers, and the fact that said person is receiving public assistance or is involved in a program requiring Federal financial assistance as a condition of eligibility for the program;
- (2) Written or verbal information contained in or concerning applications, reports of investigations, reports of medical or psychological examination/evaluations, correspondence, and other records concerning the condition or circumstances of any DCF applicant, client or former client;
- (3) DCF records of agency evaluations or summaries of such information;
- (4) Personal information shared by the client or about the client; and
- (5) Any and all information which reasonably could be considered to be identifying, i.e., reference to a TANF single parent from a certain area with six children, even without naming the client's name, could be identifying if the parent is from a small area and perhaps the only TANF single parent with six children.

In all cases, providers are required to follow the Confidentiality Policy. Students or research personnel under contract with DCF shall adhere to this policy, and DCF shall receive copies of each study completed. If a provider or DCF Service Center is in doubt of policy, questions may be directed to the DCF monitor or liaison.



# SERVICE AGREEMENT

Effective Date \_\_\_\_\_  
(Initial/Amended)

Carefully review the Contractual Provisions Attachment (DA-146a) and the *Provider Agreement* form for related information.

THE FOLLOWING INFORMATION APPLIES *LOCALLY*:

## 1. SERVICES PROVIDED

The \_\_\_\_\_ DCF Region is purchasing the following service(s) from this particular provider (DCF Service Center will check the services to be purchased, specify appropriate counties in which the provider has agreed to provide each service and accept rates established or for select service(s) rates are negotiated):

<b>Count(ies) served</b>
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√	Service	Component	Payment Rate
	<b>APPENDIX C – PFP ASSESSMENTS</b>		
	Vocational Assessment		\$425.00
	Independent Living Assessment		\$150.00
	Community-based Work Assessment		\$750.00
	<b>APPENDIX D – EDUCATION/TRAINING</b>		
	Orientation and Mobility Training Teaching Action Plan Training		\$200.00
		Per hour	\$70.00
	Rehabilitation Teaching Teaching Action Plan Training		\$200.00
		Per hour	\$34.00
	<b>APPENDIX E – EMPLOYMENT RELATED</b>		
	PFP Job Preparation  Action Plan		\$200.00
		Level 1	Monthly \$250.00
		Level 2	Monthly \$500.00

	<b>PFP Guided Placement Action Plan</b>		\$200.00
		Monthly	\$250.00
√	<b>Service</b>	<b>Component</b>	<b>Payment Rate</b>
	<b>PFP Customized Placement</b>	1. Job Development/Action Plan	\$500.00
		2. Placement	\$500.00
		3. Stabilization -- <i>Supported Employment IPE Only</i>	\$500.00
		4. 45 Days of Continuous, Successful Placement	\$500.00
		5. Extended Ongoing Service Plan <i>Supported Employment IPE Only</i>	\$500.00
		6. Successful VR Closure	\$1,000.00
√	<b>Service</b>	<b>Component</b>	<b>Payment Rate</b>
	<b>PFP Job Coaching</b>	Per Hour	\$34.00
	<b>PFP Community-based Job Tryout</b>		\$175.00
	<b>Fee-For-Service Customer Support (Negotiate Rate)</b>		Per Hour: \$
	<b>PFP IPE Research (Negotiate Rate)</b>	1: Referral (30%) 2: IPE Research (30%) 3: IPE developed and signed by Customer and Counselor (40%)	Total Fee: \$
	<b>IPE Case Coordination Milestone Payment (Negotiate Rates)</b>	Milestone 1: Referral to Contractor	Milestone 1: \$
		Milestone 2: Case coordination services in quarterly intervals	Milestone 2: \$
	<b>PFP Purchasing Support (Negotiate Rate)</b>	1: Referral (30%) 2: Purchase authorized (30%) 3: Service or item delivered (40%)	Total Fee: \$
	<b>APPENDIX G – OTHER</b>		
		Initial Assessment	\$200.00
		Basic Functional Evaluation	\$800.00
		Comprehensive Functional Evaluation	\$1,200.00
		Basic Training	\$800.00
		Comprehensive Training	\$1,200.00
		Technical Assistance	\$300.00

Any changes to payment rates for this provider are explained in an updated addendum (or a letter to the provider if the maximum rates are increased) which is dated, initialed or signed, attached to, and becomes part of this Agreement.

## **2. COORDINATION (PIGGYBACK AUTHORIZATION)**

Coordination between DCF Regional Offices, DCF Programs and the provider is described below or attached as a separate page. Include referral process, planned frequency of meetings, joint training, notification of client need for emergency services, service-related transportation arrangements, etc.

Please refer to service description(s) attached.

## **3. OTHER (Specify**

## **STANDARD LANGUAGE FOR GRANTS AND CONTRACTS WHERE PROTECTED HEALTH INFORMATION WILL BE EXCHANGED**

Confidentiality Under the Health Insurance Portability and Accountability Act, 1996 (HIPAA):

DCF is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that DCF could not. This protection continues as long as the data is in the hands of the Contractor.

Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" means individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that Contractor receives from DCF or that Contractor creates or receives on behalf of DCF. The terms "Protected Health Information" and "PHI" apply to the original data and to any health data derived or extracted from the original data that has not been de-identified.

Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Contractor is required/permitted to use the PHI for the following purposes:
  - (I) PHI will not be used for any purpose other than to fulfill contractual responsibilities to DCF.
- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Contractor shall disclose DCF' PHI only as allowed herein or as specifically directed by DCF.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Contractor agrees that it will not use or further disclose the PHI other than as permitted or required by this contract or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Contractor is permitted to use and disclose PHI received from DCF in its capacity as a Contractor to DCF if such use is necessary for proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- e) Minimum Necessary: Contractor agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.

- f) Safeguarding and Securing PHI Sections 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and or EPHI that the Contractor creates, receives, maintains, or transmits. Contractor will furnish DCF with a written description of such safeguards taken upon request. Contractor agrees to allow authorized representatives of DCF access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Subcontractors Section 164.504(e)(2)(ii)(D): Contractor will ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from DCF or created or received by Contractor on behalf of DCF agrees to the same restrictions, conditions and safeguards that apply to Contractor with respect to such information.
- h) Right to Review: DCF reserves the right to review terms of agreements and contracts between the Contractor and subcontractors as they relate to the use and disclosure of PHI belonging to DCF.
- i) Ownership: Contractor shall at all times recognize DCF' ownership of the PHI.
- j) Notification Section 164.304, 164.314 (a)(2)(C) and 164.504(e)(2)(ii)(C): Contractor shall notify DCF both orally and in writing of any use or disclosure of PHI and or EPHI not allowed by the provisions of this Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of DCF or the contractor/grantee. The Contractor shall report to DCF any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- k) Transmission of PHI Section 164.312 (c)(1) and 164.312 (c)(2): Contractor agrees to follow the HIPAA standards with regard to the transmission of PHI.
- l) Employee Compliance with Applicable Laws and Regulations: Contractor agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to security, confidentiality and privacy of the PHI and with the provisions of this Contract.
- m) Custodial Responsibility: An employee of Contractor will be designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Contractor shall notify DCF promptly.
- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): Contractor will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor/Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section

164.526. Contractor will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.

- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Contractor will make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining DCF's compliance with 45 C.F.R. Parts 160 and 164. Contractor will make these same policies, procedures, and documentation available to DCF or its designee upon request.
  
- p) Contract Termination Section 164.314 (a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Contractor/Grantee agrees that within 45 days of the termination of this contract, it will return or destroy, at DCF' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the contract shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
  
- q) Termination for Compliance Violation Section 164.314 (a)(2)(i)(D) 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Contractor acknowledges that DCF is authorized to terminate this Contract if DCF determines that Contractor has violated a material term of this section of the contract. If termination of the Contract is not feasible due to an unreasonable burden on DCF, Contractor's violation will be reported to the Secretary of Health and Human Services, along with steps DCF took to cure or end the violation or breach and the basis for not terminating the contract.

## **SERVICE DESCRIPTION(S)**