

PROVIDER AGREEMENT

Revised 5/2008

SRS 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

- ❖ Name and address of vendor.
- ❖ 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.
- ❖ Work phone, home phone, fax and e-mail of the vendor.
- ❖ Vendor license number and date of issue, if applicable.
- ❖ 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

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

SECTION 3

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

SRS PROVIDER AGREEMENT

New Agreement	<input type="checkbox"/>		Start Date	July 1, 2008
Renewal	<input type="checkbox"/>		End Date	June 30, 2011
Amended	<input type="checkbox"/>		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	Address

SECTION 2: Secretary of Social and Rehabilitation Services

Region _____ RS Program Administrator _____ Phone _____
Director of Rehabilitation Services: <u>Michael Donnelly</u>
Address: <u>915 SW Harrison 9N, Docking State Office Bldg</u>
City <u>Topeka</u> State: <u>KS</u> Zip: <u>66612-1505</u> Office Phone # <u>785-368-7471</u>

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

- | | | | |
|---|---|---|---|
| Reserved
<input type="checkbox"/> Appendix A | Children/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 | |

SRS 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 of Social and Rehabilitation Services 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 SRS 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 SRS 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 SRS 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 SRS client services after the termination date, and shall cancel as many existing SRS 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 **SRS 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.

RS PROGRAM ADMINISTRATOR and DATE

VENDOR and DATE

REHABILITATION SERVICES DIRECTOR and 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 1st day of July, 2008.

- 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.
- Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 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.
- 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.).
- 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.
- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Name (Please Print)

Date

Social Security #

Provider Agency

Phone

Address

City, State, Zip Code

Signature

PLEASE ALSO ATTACH:

- 1) COPY OF YOUR DRIVERS LICENSE AND VERIFICATION OF AUTO INSURANCE IF YOU WILL BE PROVIDING TRANSPORTATION TO SRS CLIENTS AT ANY TIME.*

- 2) COPIES OF ANY LICENSE, CERTIFICATION OR CREDENTIALS REQUIRED RELATED TO PROVISION OF SERVICES.*

SRS 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 SRS 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 SRS.

Almost all information concerning applicants, clients or former clients is considered confidential. Use of such information is limited to purposes directly connected with SRS 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 SRS programs; (2) an investigation, prosecution, or criminal or civil proceeding connected with the administration of SRS 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 SRS applicant, client or former client;
- (3) SRS 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 SRS shall adhere to this policy, and SRS shall receive copies of each study completed. If a provider or SRS Service Center is in doubt of policy, questions may be directed to the SRS 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 _____ SRS Region is purchasing the following service(s) from this particular provider (SRS 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):

County(ies) served:

√	Service	Component	Payment Rate
	APPENDIX C – PFP ASSESSMENTS		
	Vocational Assessment		\$425.00
	Independent Living Assessment		\$150.00
	Community-based Work Assessment		\$750.00
	APPENDIX E – EMPLOYMENT RELATED		
	PFP Job Preparation		
	Action Plan	\$200.00
	Level 1	Monthly.....	\$250.00
	Level 2	Monthly.....	\$500.00
	PFP Guided Placement		
	Action Plan	\$200.00
		Monthly.....	\$250.00
	PFP Customized Placement		
		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

√	Service	Component	Payment Rate
	PFP Job Coaching	Per Hour	\$34.00
	PFP Community-based Job Tryout		\$175.00
	Fee-For-Service Customer Support (Negotiate Rate)		Per Hour: \$
	PFP IPE Research (Negotiate Rate)	1: Referral (30%) 2: IPE Research (30%) 3: IPE developed and signed by Customer and Counselor (40%)	Total Fee: \$
	IPE Case Coordination Milestone Payment (Negotiate Rates)	Milestone 1: Referral to Contractor Milestone 2: Case coordination services in quarterly intervals	Milestone 1: \$ Milestone 2: \$
	PFP Purchasing Support (Negotiate Rate)	1: Referral (30%) 2: Purchase authorized (30%) 3: Service or item delivered (40%)	Total Fee: \$
	APPENDIX G – OTHER		
	PFP Assistive Technology (AT) Services	Initial Assessment..... Basic Functional Evaluation..... Comprehensive Functional Evaluation..... Basic Training..... Comprehensive Training..... Technical Assistance.....	\$200.00 \$800.00 \$1,200.00 \$800.00 \$1,200.00 \$300.00
	PFP Rehabilitation Engineering	Level 1 Consultation (Minor)..... Level 2 Consultation (On-site)..... Level 3 Consultation (Major).....	\$1,000.00 \$2,000.00 \$3,500.00
	Other (specify):		
	Other (specify):		

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 SRS Regional Offices, SRS 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)

SERVICE DESCRIPTION(S)