



**Agenda**  
**Harper County**  
**Board Of County Commissioners**  
**Harper County Courthouse**

Monday, October 4, 2021 - 9:00 a.m.

- A. Call To Order
- B. Pledge Of Allegiance
- C. Public Comment  
Citizens are encouraged to speak to items on the agenda when recognized by the Chairman. Citizens desiring to speak to matters not on the agenda may do so at this time. Comments are limited to five (5) minutes and the Commission will take no action on items not on the agenda. Items introduced under Public Comment may become agenda items at a later date.
- D. Approval Of Minutes
- E. Payment Of Vouchers
- F. Items Of Business
  - 1. Jennifer Wolff - Department On Aging/Public Transport - 9:15 A.m.

- o SC Area on Aging Contract

Documents:

[SC AREA AGING CONTRACT.PDF](#)

- 2. Damien Fowler - Special Bridge - 9:30 A.m.
  - o Donated PTO Policy
- 3. Audrey Anderson - Register Of Deed's - 9:45 A.m.
  - o Department Update
- 4. Melinda McCurley - Finance Director - 10:00 A.m.
  - o RFP - 2021-2022 Audit Proposals
- 5. Mike Bennett And Sheena Thomas - 10:15 A.m.
  - o Department Update

6. Kelsie Murphy - County Clerk - 10:45 A.m.

- Communication Update

7. Christina Cintron - Dispatch And EM - 11:00 A.m.

- EMPG Grant Application

8. Matt Booker - Appraiser - 11:15 A.m.

- Plat Process

9. Shelly Hansel - Community Development - 11:30 A.m.

- Appointment of Chief Elected Officials Board Representative

10. Heather Struble & Ami DeLacerda - 11:45 A.m.

- Pay Scale Policy/Wages

11. Ami DeLacerda - HR - 12:00 P.m.

- Department Update
- Executive Session - Non-Elected Personnel - Evaluations - 30 minutes

G. Correspondence

H. Adjourn

SOUTH CENTRAL KANSAS AREA AGENCY ON AGING  
OLDER AMERICANS ACT PROJECT  
PURCHASE OF SERVICE CONTRACT  
ACCESS AND COMMUNITY SERVICES

**THIS CONTRACT** entered into this first day of October 2021, by and between  
South Central Kansas Area Agency on Aging (SCKAAA) and the  
HARPER COUNTY DEPARTMENT ON AGING

**WHEREAS**, the Older Americans Act legislation has authorized the Kansas  
Department of Aging and Disability Services to award funds to provide supportive  
services to individuals 60 years of age and older:

**WHEREAS**, The Kansas Department of Aging and Disability Services has authorized  
the South Central Kansas Area Agency on Aging to establish projects(s) to provide  
supportive services:

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is  
hereby mutually acknowledged, it is agreed.

**SERVICE:** The Service Provider shall provide the service as indicated on  
the Kansas Department of Aging and Disability Services Taxonomy. (Attachment B)

**SERVICE FUNDING:** The service provider shall provide the services as indicated on  
(Attachment A).

**CLIENT CONTRIBUTIONS:** Clients shall be given the opportunity to contribute for the services they receive. Contributions shall be accepted in a confidential manner. Contributions shall be used by the project to expand the services after submitting a request for revision to the Area Agency to incorporate the funds into the contract. A 2-person team shall count contributions.

**TERMS AND TERMINATION:** The term of this contract shall commence October 1, 2021, and shall continue thereafter until September 30, 2022. Either party may terminate this contract with or without cause by giving thirty (30) days written notice of termination to the other party.

**CONFIDENTIALITY:** It is hereby acknowledged by the parties of this contract that the names of the project participants and services provided to specified participants under this contract are confidential information. Also, persons, employees or agents working with project participants shall not disclose any such confidential information to any person without the express prior written consent of the participant. Client confidential information shall be kept in locked file cabinets. Only a designated staff and back-up staff, as appropriate, shall have access to said files, except when disclosure is required by a court order or the funding agencies. There shall be no "Means Testing".

1. The provider shall develop and maintain policies and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 shall comply with K.A.R. 26-177 and shall maintain the confidentiality of information collected in performing the services required by this contract pursuant to the applicable section of the FSM.

Confidentiality under the Health Insurance Portability and Accountability Act of 1996 (HIPPA). The contractor is not permitted to use or disclose protected health information in ways that the SCKAAA could not, and this protecting continues as long as the data is in the hands of the contractor. The Contractor acknowledges it is a Business Association of the SCKAAA and shall cooperate by, executing a Business Associate Agreement with the SCKAAA. Safeguarding information for the financial assistance and social service program. For purposed of the section, the term "Protected Health Information" (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 the contractor receives from the SCKAAA or that is created or received on behalf of the SCKAAA. The terms "Protected Health Information and "PHI" applies to the original data or to any data derived or extracted from the original data.

1. Required Uses. Provider is required to use the PHI for the following purposes:
  - a. Quality Assurance
  - b. Utilization Review
  - c. Other activities related to ensure appropriate treatment
  
2. Limitation of use and Disclosure: Provider agrees that it will not use or further disclose the PHI other than as permitted or required by this agreement, the Business Associate Agreement or as required by law.
  
3. Safeguarding and securing the PHI. Contractor agrees to take steps to protect the physical security of and prevent unauthorized access to the PHI and upon request will furnish the SCKAAA with a written accounting of such steps taken. Contractor agrees to allow authorized representatives of the SCKAAA access to the premises where PHI is kept for the purpose of inspecting physical security arrangements. Appropriate administrative, technical, procedural and physical safeguards shall be established by the Contractor to protect the confidentiality of the data and to prevent unauthorized access to it. Contractor shall provide all reasonable security procedures at any place where the contractor under this

contract performs services. Contractor personnel shall comply with the rules of the SCKAAA with respect to access to the files and offices where PHI is maintained.

4. Contractor will ensure that any entity, to whom it disclosed PHI received from the SCKAAA or created or received by the Contractor on behalf of the SCKAAA agrees in writing to the same restrictions and conditions that apply to the contractor with respect to such information.
5. Notification: Contractor shall notify the SCKAAA both orally and in writing of any use or disclosure of PHI not allowed under this agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except the authorized representative of the SCKAAA.
6. Data transmission: Contractor agrees that it will not transmit PHI unencrypted over the Internet or other open networks or over any wireless communication device (i.e., cellular telephones).
7. Access Amendment and Accounting of Disclosures: Contractor will provide access to the PHI. Contractor will make the PHI available for amendment and incorporate any amendments to the PHI. Contractor will make available the information required to provide an accounting of disclosures.
8. Disclosure Practice: Contractor will make its internal practices, books, and records relating to the use and disclosure of the PHI received from the SCKAAA or created or received by the contractor or behalf of the SCKAAA available to the Secretary of Health and Human Services for purposes of determining the SCKAAA compliance. Contractor will make these same practices, books, and

records available to the SCKAAA or its designee upon request.

9. Termination of Agreement: Contractor agrees that within Thirty (30) days of the termination of this agreement, it will return or destroy at the SCKAAA's discretion, 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 agreement shall be extended to the information further use and disclosure of the 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.
  
10. Termination of Compliance Violation: Contractor acknowledges that the SCKAAA is authorized to terminate this agreement if the SCKAAA determines that the contractor is in violation of this agreement. If termination is not feasible due to any unreasonable burden on SCKAAA, Contractor's violation will be reported to the Secretary of Health and Human Services, to include steps taken by SCKAAA to cure or end the violation or breach and the basis for not terminating the agreement.
  
11. Disclosures allowed for management and administration: Contractor is permitted to use and disclose PHI for data aggregation purposes related to the health care operations of the SCKAAA. Specifically, the contractor is permitted to combine SRS' PHI with the Kansas Department of Health and Environment and the SCKAAA and the Kansas Department of Aging and Disability Services PHI

provided the contractual provisions exist between for purposes of quality assurance and comparative analysis services.

12. Minimum Necessary: Contractor agrees to limit the amount of PHI used and or disclosed to the minimum necessary to achieve the purpose of the use and disclosure.

**ASSURANCES: The Service Provider**

- (a) Shall give priority to those activities and services which will assist any individual who is 60 years of age or older with the greatest economic and social need with particular attention to low income minority individuals.
- (b) Shall set specific objectives for providing services to older individuals with greatest economic need, including providing services to low-income minority individuals when and where the need exists within said service area. Objectives shall include prioritizing clients as to their health, greatest economic need, age, isolation, low-income minority individuals or greatest social need. Prioritization shall also include the frail, homebound or isolated elderly.
- (c) Shall, when possible, coordinate services with other long-term care service providers to avoid duplication and assure community awareness of service.
- (d) Shall set forth objectives stating how the following targeting shall be accomplished:

- (1) Provide services to older individuals with greatest economic need, greatest social need, to the isolated older individuals, individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction;

- (2) provide services to satisfy needs of low-income minority in accordance with their need for such services, and describe the methods used to satisfy the service needs of



such minority older individuals;

(3) Documentation of provider's attempt to serve the low-income minority individuals at least in proportion to the total population of the area served.

(e) Shall assure that, to the extent feasible, all public notices it publishes announcing or explaining services furnished with Older Americans Act funds contain the words "In providing these services, no person shall be discriminated against on the basis of race, gender, color, national origin, religion, disability, ethnicity, or their equivalent".

(f) Shall operate its program or activity that, when viewed in its entirety, the program or activity is readily accessible to persons with disabilities.

(g) Shall comply with the provision and standards set by the Americans With Disabilities Act (42 U.S.C.. 12101 *et seq.*) and its regulations including 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 49 C.F.R. Parts 37 and 38) as well as the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.*) and their regulations (including K.A.R. Article 21-34 (Sec. 21-34-1 *et seq.*)

(h) Shall keep such records and make such reports by designating deadlines in such form and containing such information as may be requested by the Kansas Department of Aging and Disability Services or the SCKAAA and in accordance with guidelines and policies issued by the Department, SCKAAA or the Administration on Aging.

(i) Shall maintain such accounts and documents that will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all funds received from the SCKAAA and the nature and amount of all charges claimed to be against such funds.

(j) Shall conspicuously acknowledge the support of the Kansas Department of Aging and Disability Services and SCKAAA in all materials published in connection with the actives of the project.

(k) Shall maintain a signed code or standard of conduct, which shall govern the

performance of its officers or employees expending funds from the SCKAAA.

(l) Shall adopt and forward to the Area Agency office an acceptable affirmative action plan.

(m) Shall comply with all provisions of the OAA Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.

(n) Shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d) and the regulations issued pursuant thereto, and certifies that it has no commitments or obligations which are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in the activities shall have no such commitments or obligations. The Assurance of Compliance is Attachment C.

(o) Shall ensure that persons whom it employs to perform services in customers' home:

(1) Are qualified under any existing local, state and federal licenser, ordinances/codes, laws, regulations, policy and safety requirements for the provision of those services;

(2) Receive training and instruction on legal and proper behavior and conduct towards customers and customers' property while in customer's homes;

(3) Have not been convicted of any drug-related crime, crimes involving falsehood, deceit, or dishonesty, crimes against other people, crimes of moral turpitude, sex crimes against persons of any age, or driving offenses involving alcohol during the ten years prior to beginning their employment or thereafter. Provider shall ensure that it interviews the personal and employment references of applicants and obtains an affidavit disclosing criminal conviction history from applicants for employment. Provider shall ensure that it obtains an affidavit disclosing criminal conviction history from employees with less than 5 years continuous employment.

(4) Are covered by a policy of liability insurance with coverage amounts reasonable sufficient to indemnify and compensate customers and their families for

physical, emotional, monetary, and property damages caused by the service provider's negligent.

**Customer Safety; Background Checks; Liability Insurance Coverage:** *(This section does not apply to Providers that are units of local governments.)* The Provider shall take the following steps to provide protection for its customers, SCKAAA and KDADS;

A. **Regarding Provider's Employees:** The Provider shall ensure that its employees who perform Access program services:

- (1) Are qualified under any applicable state and/or federal law to perform those services;
- (2) Have complied with the applicable section of the KDADS FSM;
- (3) Have complied with KDADS FSM requirements relating to background checks;
- (4) Are covered by a policy of liability insurance in an amount not less than \$200,000 per occurrence and \$600,000 annual aggregate to indemnify and recompense the customer and their family for any liability caused by the provider's negligence; and
- (5) Are covered by a policy of liability insurance in an amount not less than \$200,000 per occurrence and \$600,000 annual aggregate to indemnify and recompense the customer and their family for any liability caused by the provider's fraudulent or dishonest acts.

B. **Regarding Provider Organization:** Provider shall comply with the following:

- (1) The Provider and persons employed are qualified under any applicable state and federal laws to perform those services;
- (2) Have complied with the applicable section of the KDADS FSM;
- (3) That such persons employed by the Provider have complied with KDADS FSM requirements relating to background checks;

(4) Are covered by a policy of liability insurance in an amount not less than \$200,000 per occurrence and \$600,000 annual aggregate to indemnify and recompense the customer and their family for any liability caused by the Provider's negligence; and

(5) Are covered by a liability insurance in an amount not less than \$200,000 per occurrence and \$600,000 annual aggregate to indemnify and recompense the customer and their family for any liability caused by the Provider's fraudulent or dishonest acts.

(p) Shall complete and submit to the SCKAAA all data and information requested by SCKAAA and KDADS in any manor, including, but not limited to, uniform assessment instrument and other assessments, actual units of service provided, eligibility determinations, program reports, information required by law, SCKAAA, State Legislature or the Federal Government in accordance with prescribed SCKAAA and KDADS policies and procedures, including the deadlines set by SCKAAA and KDADS.

(q) Shall assure that activities and facilities shall conform to the responsibilities of the Area Agency and applicable local ordinances/codes, federal and state laws, regulations and policies.

**OUTREACH PLAN:** The Service Provider shall provide assurance that outreach efforts will include:

(a) Identify individuals eligible for assistance with special emphasis on the older individuals residing in the rural areas, older individuals with greatest economic need (with particular attention to low-income minority individuals), older individuals with greatest social need (with particular attention to low-income minority individuals), older individuals with severe disabilities, older individuals with limited English speaking ability, and older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction and the care takers of such individuals.

**QUALITY ASSURANCE:** Service Providers shall ensure, when and where applicable, that quality assurance activities include, but are not limited to: provider feed back logs, contacts with consumers after initiation of services, education of consumers, and consumer signatures on employee time sheets.

**REDUCE WORKER TURNOVER:** The Service Provider shall implement a plan to reduce worker turnover, or produce documentation that historically worker turnover has not been a problem.

**MEANS TESTING:** There shall be no means testing for Older Americans Act Services.

**AMENDMENT:** This Contract may be amended at any time by an agreement in writing executed with the same formality as this agreement.

**LAW TO CONTROL:** The laws of the State of Kansas shall govern this agreement.

The service provider shall be responsible for their share of the SCKAAA

Administrative Match as indicated on **Attachment D.**

**Attachment E** - SCKAAA Quality Assurance Plan

**Attachment F** Targeting Plan

**Billing and Payment Process.** The Contractor shall submit monthly program and billing reports to SCKAAA as indicated by the following policy:

(1) Fiscal reports or billing reports are due in the Area Agency on aging office by the 10th of the month following the month in which the service was provided. If said reports arrive in the Area Agency on Aging office on the 16th of the month or any day after that in said month (the month following the month in which the service was provided), there shall be a ten percent (10%) penalty assessed on that fiscal report or billing report. The fiscal reports or billing reports shall be paid at that time less the ten

percent (10%) penalty. If said reports arrive in the Area Agency on Aging office on any date following the month in which said reports were to have arrived, said reports shall be held until the end of the fiscal year. If funds are available at that time the fiscal reports or billing reports shall be paid in full or on an apportioned basis. If funds are not available at that time the fiscal reports or billing reports shall not be paid.

The Executive Director may grant prior written emergency extensions.

Reports shall include:

- (a) Unduplicated number of consumers served;
- (b) Number of Units of Service provided for each consumer;
- (c) Total Number of Units of Service provided each month;
- (d) Cost of Service per Consumer;
- (e) Total Cost of Service per Month.

(2) Non payments, Withholding Payment and Recouping Overpayments. The Provider shall not submit to SCKAAA any billing for services, which have not yet been performed. SCKAAA may withhold payments for any services required by this Agreement, which the Contractor is failing or has failed to perform. The SCKAAA may recoup payments for any services required by this Contract which the Provider is failing or has failed to perform from any money held or controlled by the State or SCKAAA under any program administered by the State or SCKAAA which the Provider would otherwise be entitled to receive. The Provider shall return to or repay the State or SCKAAA for any payments for services for which the Provider billed but which the Provider did not perform.

HARPER COUNTY DEPARTMENT ON AGING

Name of Applicant Organization

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Signature of Authorized Official

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Date

SOUTH CENTRAL KANSAS AREA AGENCY ON AGING

Jodi Abington

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Signature of Authorized Official

October 1, 2021

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Date





Rev. 3/97

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (AoA-441)

PSA 10

\_\_\_\_\_ (hereinafter called the "Applicant").

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Kansas Department on Aging, (hereinafter called the "Grantor"), a recipient of federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Grantor, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, and transferee, for the period during which the real property or structure is used for a purpose of which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contract, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the Grantor or the United State or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date \_\_\_\_\_

By \_\_\_\_\_ Signature and Title of Authorized  
Official of the Applicant

NOTE: This form must be completed by applicants for federal financial assistance from the Kansas Department on Aging.

