



NORTHERN VALLEY SCHOOLS USD 212

DISTRICT OFFICE
512 WEST BRYANT PO BOX 217
ALMENA KS 67622



ALMENA

PHONE (785) 669-2445

LONG ISLAND

A Meeting of the Board of Trustees of Northern Valley Schools was held Wednesday, March 18, 2026, beginning at 8:00 PM in the Almena High School , 512 W Bryant Street, Almena, KS 67622.

Shanna Hammond: Present
Brandi Keith: Present
Christopher Rogers: Present
Laquita Smith: Present
Hilary Van Patten: Present
Rich Wenzl: Present
Steven Whitney: Present

Also in attendance were Amber Brown (Board Clerk) and Ken Tharman (HS Principal/ Superintendent).

I. Call to Order

I recommend the agenda be adopted as presented. This motion, made by Shanna Hammond and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea
Brandi Keith: Yea
Christopher Rogers: Yea
Laquita Smith: Yea
Hilary Van Patten: Yea
Rich Wenzl: Yea
Steven Whitney: Yea

Yea: 7, Nay: 0

II. Personnel

A. Possible Teacher Hire

I recommend that we offer the job to the young lady that came and interviewed for the Vo Ag teacher position. This motion, made by Shanna Hammond and seconded by Steven Whitney, Carried.

Shanna Hammond: Yea
Brandi Keith: Yea
Christopher Rogers: Yea
Laquita Smith: Yea
Hilary Van Patten: Yea
Rich Wenzl: Yea
Steven Whitney: Yea

Yea: 7, Nay: 0

B. NCKSEC

I recommend the board go into executive session to discuss non-elected personnel to protect the privacy interests of the individual to be discussed; retaining Mr. Tharman and returning to open session in this room at 8:35 PM. This motion, made by Rich Wenzl and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea
Brandi Keith: Yea
Christopher Rogers: Yea
Laquita Smith: Yea



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Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 7, Nay: 0

At 8:35 PM the meeting returned to open session. I recommend the board go into executive session to discuss non-elected personnel to protect the privacy interests of the individual to be discussed; retaining Mr. Tharman and returning to open session in this room at 8:45 PM. This motion, made by Rich Wenzl and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Brandi Keith: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 7, Nay: 0

At 8:45 PM the meeting returned to open session. I recommend the board go into executive session to discuss non-elected personnel to protect the privacy interests of the individual to be discussed; retaining Mr. Tharman and returning to open session in this room at 8:55 PM. This motion, made by Rich Wenzl and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Brandi Keith: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 7, Nay: 0

At 8:55 PM the meeting returned to open session. I recommend the board go into executive session to discuss non-elected personnel to protect the privacy interests of the individual to be discussed; retaining Mr. Tharman and returning to open session in this room at 9:00 PM. This motion, made by Rich Wenzl and seconded by Laquita Smith, Carried.

Shanna Hammond: Yea

Brandi Keith: Yea

Christopher Rogers: Yea

Laquita Smith: Yea

Hilary Van Patten: Yea

Rich Wenzl: Yea

Steven Whitney: Yea

Yea: 7, Nay: 0

At 9:00 PM the meeting returned to open session; no action taken.

III. Adjournment

I recommend the meeting be adjourned. This motion, made by Shanna Hammond and seconded by Brandi Keith, Carried.

Shanna Hammond: Yea



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Brandi Keith:	Yea
Christopher Rogers:	Yea
Laquita Smith:	Yea
Hilary Van Patten:	Yea
Rich Wenzl:	Yea
Steven Whitney:	Yea
Yea: 7, Nay: 0	

SPECIAL EDUCATION	Code 30 Line	12 mo.	12 mo.	12 mo.
		2023-2024 Actual (1)	2024-2025 Actual (2)	2025-2026 Budget (3)
UNENCUMBERED CASH BALANCE JULY 1	01	25,510	33,378	88,772
Cancellation of Prior Year Encumbrances	03	0	0	
REVENUES				
1000 LOCAL SOURCES				
1510 Interest on Idle Funds	05	0	0	0
1900 Other Revenue From Local Source	15	250	5,672	0
1980 Reimbursements	20	8,843	15,835	
3000 STATE SOURCES				
3211 Deaf/Blind	35	0	0	0
4000 FEDERAL SOURCES				
4310 PL 382 Special Ed (formerly PL:874)	45	0	0	0
4560 Aid Regular*	55	0	0	0
4570 Medicaid	60	0	0	0
4590 Other Reserve Grants in Aid	65	0	0	0
4595 ESSER I	67	0	0	0
4605 ESSER II	68	0	0	0
5000 OTHER				
5206 Transfer From General	75	318,992	250,884	320,000
5208 Transfer From Supplemental General	80	0	106,790	80,000
5253 Transfer From Contingency Reserve	85	0	0	~~~~~
RESOURCES AVAILABLE	170	353,595	412,559	488,772
TOTAL EXPENDITURES & TRANSFERS	175	320,217	323,787	488,772
UNENCUMBERED CASH BALANCE JUNE 30	190	33,378	88,772	0

Budget Line 55: Includes IDEA Title VI-B allocations.

SPECIAL EDUCATION	Code 30 Line	12 mo.	12 mo.	12 mo.
		2023-2024 Actual (1)	2024-2025 Actual (2)	2025-2026 Budget (3)
EXPENDITURES				
1000 Instruction				
100 Salaries				
110 Licensed	210	22,513	0	50,982
120 Non-Licensed	215	9,407	9,965	25,000
200 Employee Benefits				
210 Insurance (Employee)	220	0	0	0
220 Social Security	225	2,070	759	1,000
290 Other	230	2,512	10	0
300 Purchased Professional & Technical Serv	235	0	0	0
400 Purchased Property Services	237	0	0	0
500 Other Purchased Services				
560 Tuition				
561 Tuition/other State LEA's	240	0	0	0
563 Tuition/Private Sources	245	0	0	0
564 Payment to Spec Education Coop/Interlocal (Assessments)	250	113,390	98,003	125,000
565 Payment to Spec Education Coop/Interlocal (Flowthrough)	251	168,992	214,884	270,000
590 Other	255	0	0	0
600 Supplies				
610 General Supplemental (Teaching)	260	333	166	16,790
644 Textbooks	265	0	0	0
650 Supplies (Technology Related)	267	0	0	0
680 Miscellaneous Supplies	270	0	0	0
700 Property (Equipment & Furnishings)	275	0	0	0
800 Other	280	0	0	0
2000 Support Services				
2100 Student Support Services				
100 Salaries				
110 Licensed	285	0	0	0
120 Non-Licensed	290	0	0	0
200 Employee Benefits				
210 Insurance (Employee)	295	0	0	0
220 Social Security	300	0	0	0
290 Other	305	0	0	0
300 Purchased Professional & Technical Serv	310	0	0	0
400 Purchased Property Services	313	0	0	0
500 Other Purchased Services	315	0	0	0
600 Supplies	320	0	0	0
700 Property (Equipment & Furnishings)	325	0	0	0
800 Other	330	0	0	0
2200 Instr Support Staff				
100 Salaries				
110 Licensed	335	0	0	0
120 Non-Licensed	340	0	0	0
200 Employee Benefits				
210 Insurance (Employee)	345	0	0	0
220 Social Security	350	0	0	0
290 Other	355	0	0	0
300 Purchased Professional & Technical Serv	360	0	0	0
400 Purchased Property Services	363	0	0	0
500 Other Purchased Services	365	0	0	0
600 Supplies				
640 Books (not textbooks) & Periodicals	370	0	0	0
650 Technology Supplies	375	0	0	0
680 Miscellaneous Supplies	380	0	0	0

SPECIAL EDUCATION	Code 30 Line	12 mo.	12 mo.	12 mo.
		2023-2024 Actual (1)	2024-2025 Actual (2)	2025-2026 Budget (3)
EXPENDITURES				
700 Property (Equipment & Furnishings)	385	0	0	0
800 Other	390	0	0	0
2300 General Administration				
2330 Special Area Admin Services				
100 Salaries				
110 Licensed	395	0	0	0
120 Non-Licensed	400	0	0	0
200 Employee Benefits				
210 Insurance (Employee)	405	0	0	0
220 Social Security	410	0	0	0
290 Other	415	0	0	0
300 Purchased Professional & Technical Serv	420	0	0	0
400 Purchased Property Services	425	0	0	0
500 Other Purchased Services	430	0	0	0
600 Supplies	435	0	0	0
700 Property (Equipment & Furnishings)	440	0	0	0
800 Other	445	0	0	0
2400 School Administration				
100 Salaries				
110 Licensed	450	0	0	0
120 Non-Licensed	455	0	0	0
200 Employee Benefits				
210 Insurance (Employee)	460	0	0	0
220 Social Security	465	0	0	0
290 Other	470	0	0	0
300 Purchased Professional & Technical Serv	475	0	0	0
500 Other Purchased Services	480	0	0	0
600 Supplies	485	0	0	0
700 Property (Equipment & Furnishings)	490	0	0	0
800 Other	495	1,000	0	0
2500 Central Services				
100 Salaries				
110 Licensed	800	0	0	0
120 Non-Licensed	805	0	0	0
200 Employee Benefits				
210 Insurance	810	0	0	0
220 Social Security	815	0	0	0
290 Other	820	0	0	0
300 Purchased Professional & Technical Serv	825	0	0	0
400 Purchased Property Services	830	0	0	0
500 Other Purchased Services	835	0	0	0
600 Supplies	840	0	0	0
700 Property (Equipment & Furnishings)	845	0	0	0
800 Other	850	0	0	0
2600 Operations & Maintenance				
100 Salaries				
120 Non-Licensed	500	0	0	0
200 Employee Benefits				
210 Insurance (Employee)	505	0	0	0
220 Social Security	510	0	0	0
290 Other	515	0	0	0
300 Purchased Professional & Technical Serv	520	0	0	0
400 Purchased Property Services				
411 Water/Sewer	525	0	0	0
420 Cleaning	530	0	0	0
430 Repairs & Maintenance	535	0	0	0

SPECIAL EDUCATION	Code 30 Line	12 mo. 2023-2024 Actual (1)	12 mo. 2024-2025 Actual (2)	12 mo. 2025-2026 Budget (3)
EXPENDITURES				
440 Rentals	540	0	0	0
490 Other	545	0	0	0
500 Other Purchased Services	550	0	0	0
600 Supplies				
610 General Supplies	555	0	0	0
620 Energy				
621 Heating	560	0	0	0
622 Electricity	565	0	0	0
626 Motor Fuel (not school bus)	570	0	0	0
629 Other	575	0	0	0
680 Miscellaneous Supplies	580	0	0	0
700 Property (Equipment & Furnishings)	585	0	0	0
800 Other	590	0	0	0
2700 Student Transportation Serv				
2720 Supervision				
100 Salaries				
120 Non-Licensed	595	0	0	0
200 Employee Benefits				
210 Insurance	600	0	0	0
220 Social Security	605	0	0	0
290 Other	610	0	0	0
400 Purchased Property Services	615	0	0	0
600 Supplies	620	0	0	0
700 Property (Equipment & Furnishings)	625	0	0	0
800 Other	630	0	0	0
2710 Vehicle Operating Services				
100 Salaries				
120 Non-Licensed	635	0	0	0
200 Employee Benefits				
210 Insurance	640	0	0	0
220 Social Security	645	0	0	0
290 Other	650	0	0	0
400 Purchased Property Services				
442 Rent of Vehicles (lease)	655	0	0	0
490 Other	660	0	0	0
500 Other Purchased Services				
513 Contracting of Bus Services	665	0	0	0
519 Mileage in Lieu of Trans	670	0	0	0
520 Insurance	675	0	0	0
590 Other Purchased Services	680	0	0	0
600 Supplies				
626 Motor Fuel	685	0	0	0
680 Miscellaneous Supplies	690	0	0	0
730 Equip (including buses)	695	0	0	0
800 Other	700	0	0	0
2730 Vehicle Services & Maintenance Services				
100 Salaries				
120 Non-Licensed	705	0	0	0
200 Employee Benefits				
210 Insurance	710	0	0	0
220 Social Security	715	0	0	0
290 Other	720	0	0	0
300 Purchased Professional & Technical Serv	725	0	0	0
400 Purchased Property Services	730	0	0	0
500 Other Purchased Services	735	0	0	0
700 Property (Equipment & Furnishings)	740	0	0	0

SPECIAL EDUCATION	Code 30 Line	12 mo.	12 mo.	12 mo.
		2023-2024 Actual (1)	2024-2025 Actual (2)	2025-2026 Budget (3)
EXPENDITURES				
800 Other	745	0	0	0
2790 Other Student Transportation Services				
100 Salaries				
120 Non-Licensed	750	0	0	0
200 Employee Benefits				
210 Insurance	755	0	0	0
220 Social Security	760	0	0	0
290 Other	765	0	0	0
300 Purchased Professional & Technical Serv	770	0	0	0
400 Purchased Property Services	775	0	0	0
500 Other Purchased Services	780	0	0	0
600 Supplies	785	0	0	0
700 Property (Equipment & Furnishings)	790	0	0	0
800 Other	795	0	0	0
2900 Other Support Services				
100 Salaries				
110 Licensed	860	0	0	0
120 Non-Licensed	865	0	0	0
200 Employee Benefits				
210 Insurance	870	0	0	0
220 Social Security	873	0	0	0
290 Other	880	0	0	0
300 Purchased Professional & Technical Serv	885	0	0	0
400 Purchased Property Services	890	0	0	0
500 Other Purchased Services	895	0	0	0
600 Supplies	900	0	0	0
700 Property (Equipment & Furnishings)	905	0	0	0
800 Other	910	0	0	0
TOTAL EXPENDITURES*	~~~	320,217	323,787	488,772

*Goes to Budget Line 175.

LEA

Frequently Asked Questions 2009

KS Medicaid Enrollment

KS Medicaid enrollment for each USD is required to be able to calculate the new cost-based settlements on an annual basis. The KS Medicaid enrollment has been extended to October 31, 2009.

Q1) How do I enroll for a KS Medicaid provider number for my USD?

A1) You may download the KS Medicaid facility enrollment application from the Kansas Medical Assistance Program (KMAP) website at:

<https://www.kmap-state-ks.us/Documents/content/Checklists/Facility.pdf>

Q2) The KS Medicaid Facility enrollment application asks for an NPI (National Provider Indicator). How do I get an NPI?

A2) You may apply for an NPI online at the National Plan & Provider Enumeration System (NPPES) website at:

<https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>

Q3) The NPI application requires a taxonomy code. How do I know what our taxonomy code is?

A3) The NPPES website offers a link to search for a applicable taxonomy code for LEAs:

<http://www.wpc-edi.com/taxonomy>

Q4) Does the USD need to apply for the KS Medicaid provider number, or can our Cooperative or Interlocal apply on our behalf?

A4) The USD is the entity that needs to apply for the new KS Medicaid provider number, although if your interlocal or cooperative would like to prepare the paperwork for the USDs, they may. Signatures on the application paperwork needs to be signed by a USD designee.

Q5) Once the KS Medicaid enrollment application is complete, where do we need to mail it?

**A5) EDS Provider Enrollment Unit
P.O. Box 3571
Topeka, KS 66601**

Q6) If I have questions about the KS Medicaid enrollment application, who can I contact?

**A6) Contact EDS Provider Enrollment Unit at
ph: 785-274-5914
or
Contact the LEA Program Manager, Cayla Wright at
Ph: 785-296-7222
Email: cayla.wright@khp.ks.gov**

SDAC/CBS Enrollment

The School District Administrative Claim (SDAC) program is a current program for KS Medicaid enrolled LEAs. The SDAC program is managed by Kansas Health Policy Authority (KHPA) through a contract with Public Consulting Group (PCG). The SDAC program reimburses for administrative activities.

Q1) Our school district has participated in the SDAC program for years, do we need to enroll with PCG again?

A2) No, but please verify with PCG the school district person of contact for the SDAC program.

Ph: 877-395-5015

Email: kssdac@pegus.com

Q2) We are uncertain if our school district participates in the SDAC program, how can we verify this?

A3) Contact PCG at:

Ph: 877-395-5015.

Email: kssdac@pegus.com

Q4) Does each school district need to complete the SDAC Interagency Agreement?

A4) Yes. Even though you may have an SDAC Interagency Agreement on file with KS Medicaid, we would like to take this time to have each school district complete a new SDAC Interagency Agreement. A school district designee needs to sign the SDAC Interagency Agreement.

Q5) Please provide us with a copy of the SDAC Interagency Agreement to complete.

A5) A blank copy of the SDAC Interagency Agreement can be found at the KHPA website: <http://www.khpa.ks.gov/healthwave/SDACInterAgency.pdf>

Q6) Does the forth page of the SDAC Interagency Agreement, Form DA-146a, need to be completed?

A6) No. As the last page of the SDAC Interagency Agreement reads “FORM DA146a. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.”

Q7) What dates do we use for the SDAC Interagency Agreement?

A7) The effective date of the SDAC Interagency Agreement will be July 1, 2009. The school district designee signature date will be the date the signature was made.

Q8) Once the SDAC Interagency Agreement is completed, where do we need to mail it?

**A8) Kansas Health Policy Authority
Attn: Cayla Wright
900 SW Jackson, Rm 900N
Landon State Office Building
Topeka, KS 66612**

Q9) Is the SDAC claiming reimbursement paid to the school district or the cooperative/interlocal?

A9) The SDAC claiming reimbursement is paid to the school district quarterly.

Q10) Will the Cost-Based Settlement (CBS) reimbursement be paid to the school district or the cooperative/interlocal?

A10) The CBS reimbursement will be paid to the school district annually. Knowing that the direct service staff reported for CBS is actually managed by the cooperative/interlocal, we expect the school district to work with the cooperative/interlocal when payments are made.

Q11) If the Cooperative or Interlocal provide the special education direct services and direct staff members need to be included in the CBS staff pool, who is to enter that information, the school districts or the Co-op/Interlocal?

A11) There is only one sign-on username and password to log into the PCG online system. If the schools would like to share the sign-on information with the Co-ops/Interlocals and have the Co-op/Interlocal maintain the CBS staff pool list, they may. This would be an agreement between the school district and the Co-op/Interlocal. At this time there is only one person of contact for PCG, therefore that one person is responsible for certifying both staff pool lists, SDAC and CBS. The certification process would also need to be coordinated between the school district and Co-op/Interlocal.

Q12) Please forward us the PCG Staff Pool List presentation.

**A12) The PCG Staff Pool List presentation is available on the KHPA website:
<http://www.khpa.ks.gov/healthwave/faqs.html>**

SDAC/CBS Staff Pool List

Q1) Can special education staff be included in the staff pool list(s)?

A1) The Non-FFS (staff who do not provide direct medically necessary care) staff can be either listed in the SDAC staff pool or the CBS staff pool. If the special education staff is included in the SDAC staff pool list, the staff's salary would be prorated among the districts. All staff that bill FFS (staff who provide direct medically necessary care) must be listed in the CBS staff pool list. The staff's salary will be prorated among the districts also.

PCG will cover prorating staff salaries in upcoming financial trainings.

Q2) Are there limitations on how the reimbursement for SDAC can be spent?

A2) No, there are not current limitations for the State of Kansas or nationally.

Q3) SIT members usually only function during very specific periods of some days. Will sampling include times before and after the regular school day to include those who meet outside the school day?

A3) School districts are asked to submit a calendar and start/end times for their staff. The start/end times are based on the times that contracted staff are required to be at school. If staff is required to be at school from 7:45 a.m. to 3:45 p.m., the start time listed for the school district should reflect those start/end times respectively.

Q4) Who besides special education staff should be included in the LEA's employee staff pool list?

A4) PCG is offering training sessions to discuss staff pools. Please attend a training session for this information.

ADMINISTRATIVE CLAIMING AGREEMENT

**INTERAGENCY AGREEMENT
between the
KANSAS HEALTH POLICY AUTHORITY
and**

**for participation in the
MEDICAID SCHOOL DISTRICT ADMINISTRATIVE CLAIMING PROGRAM**

THIS AGREEMENT IS MADE AND ENTERED INTO and effective the _____ day of _____, 20____, by and between the KANSAS HEALTH POLICY AUTHORITY, (hereinafter referred to as **KHPA**), and _____, (hereinafter referred to as **District**).

WHEREAS, authority and responsibility for the administration of the Kansas State Medicaid program has been delegated to **KHPA** as the Single State Agency. **KHPA**, in its capacity as the Single State Agency, is responsible for insuring the quality and cost effectiveness of the Medicaid programs in Kansas; and,

WHEREAS, KHPA has determined a need to facilitate Title XIX reimbursement to Unified School Districts [USD(s)], Local Education Agencies [LEA(s)], and other units of local government for eligible Medicaid Title XIX outreach and administrative services; and,

WHEREAS, The Medicaid School District Administrative Claiming Program (SDAC) will provide a method of federal reimbursement for eligible Medicaid Title XIX outreach and administrative services currently performed by school districts, local education agencies -and other units of local government for children from newborn to 21 years-of-age who need or are potentially at risk@ of needing health related services. Eligible administrative functions are primarily to locate, identify and refer children needing health related services, to assist families in accessing Medicaid services through education, public awareness, and seeking appropriate providers to care for children. The primary benefit to children is to assist families in identifying and accessing Medicaid and other federal programs through education and awareness; and,

WHEREAS, KHPA has contracted with Public Consulting Group, Inc. (hereinafter referred to as PCG) to develop a detailed methodology to assess the reimbursable contribution from school districts and other agencies and determine and administer the process for calculating and collecting allowable claims for reimbursement of Medicaid administrative outreach activities;

NOW, THEREFORE, in consideration of mutual promises of the parties contained in this agreement, the parties agree as follow:

A. TERM. The term of this agreement shall become effective _____, 20____ .

B. The District Agrees to:

1. Perform Medicaid Title XIX outreach and administrative services.
2. Have relevant staff complete the required training before participating in this program and attend ongoing training as required.
3. Participate in time studies using random moment sampling at prescribed time intervals.
4. Prepare quarterly expenditure reports using templates provided by KHPA, through

its contractor PCG.

C. KHPA, (directly and/or through its agent, PCG) agrees to:

1. Do a full analysis of all data acquired from the **District** by the methodology developed and approved by CMS and will assess the contribution from the **District** for Medicaid reimbursement through this program. The **District** will be given a report detailing the results of the analysis and assessment of their submitted data.
2. Provide appropriate training materials and initial and ongoing training for the use of The methodology developed and approved by CMS to the **District**.
3. Provide and maintain financial reporting templates to the **District**.
4. Provide initial and ongoing financial reporting training to the **District**.
5. Assemble, process and submit all quarterly claims received, to CMS.
6. Provide forms for the collection of data for the methodology developed to assess the contributions from the **District**; provider lists, and cost reporting to the **District**.
7. Provide technical assistance to the **District** in preparing financial reports and in submission of claims.
8. Make payment to the **District** after receiving and processing claims each quarter either by check or by direct deposit to the designated financial institution.
9. Provide and maintain a State-wide 800 Number to facilitate response to queries from the **District**.

D. CERTIFIED FEDERAL MATCH AND PAYMENT. the **District** will certify to that it has made expenditures for Title XIX outreach and administrative services eligible for federal matching purposes, in an amount (currently 50% of the total expenditure) adequate to meet the state's Certified Federal Match requirement and that said funds have been used as matching funds for the purposes of this contract. The **District** will submit a certification form to **KHPA** within thirty (30) days of the end of each quarter certifying such expenditure. Upon receiving each quarterly claim from PCG, **KHPA** will draw down and make payments to the **District** equal to the appropriate Federal Financial Participation (FFP) for all claims submitted.

E. TERMINATION OF THIS AGREEMENT. This agreement may be canceled by either party by providing written notice thereof at least ninety (90) days in advance of the effective date of the termination.

F. AMENDMENT. The parties agree that any amendments to this agreement shall be by mutual agreement and shall be in writing.

G. FORM DA-146a. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

IN WITNESS WHEREOF, the parties hereto affix their signatures to this agreement.

School District Superintendent

**Barbara Langner, PhD
Acting Medicaid Director**

Date

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."