

CONTRACT AWARD

Date of Award: August 24, 2022
Contract ID: 000000000000000000052542
Event ID: EVT0008584
Replace Contract: None

Procurement Officer: Neal Farron
Telephone: 785/296-3122
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Web Address: <https://admin.ks.gov/offices/procurement-contracts>

Item: Waiver Waitlist Study Services
Agency/Business Unit: Kansas Department for Aging and Disability Services
Period of Contract: Upon contract execution through March 31, 2024

Contractor: UNIV OF KANSAS CENTER FOR RESEARCH INC
2385 IRVING HILL RD
LAWRENCE, KS 66045-7563

SMART Supplier ID: 0000047193
FEIN: 48-0680117

Contact Person: Evan Dean
E-Mail: edean2@ku.edu
Local Telephone: 785-864-2260
Fax: 785-864-5323

Payment Terms: Net 30

Political Subdivisions: Pricing is not available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 00000000000000000000052542

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution 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 Agreement shall be deemed a waiver of the Eleventh Amendment.

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases, *the agency and University of Kansas Center for Research, Inc.*, may terminate performance of work under this contract in whole or in part whenever, for any reason. *If the Party elects to terminate this contract pursuant to this provision, it shall provide the others* written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract *to the extent allowed under the Kansas Tort Claims Act, K.S.A. 75-6101.*

1.29. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

1.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.36. Definite Quantity Contract

This is a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

1.37. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.40. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.41. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to

be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.42. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, materials, etc., if, after prompt notice by State and good-faith discussions with Contractor surrounding the work provided, in the opinion of the agency and/or Procurement and Contracts said issue is due to primarily Contractor fault.

1.43. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply. *Contractor agrees that the information provided to the State will be reasonably accurate in accordance with scientifically accepted standards.*

1.44. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.45. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.46. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.47. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned jointly by Contractor and the State ("Intellectual Property"). Either party may use Intellectual Property for non-commercial education, training and research purposes. Contractor shall be free to publish the results arising out of this agreement so long as no confidential records is contained therein. Contractor will provide KDADS with copies of the proposed publication or presentation and KDADS shall have thirty (30) days after receipt to provide comments to the publication or presentation for review of any potential KDADS confidential record. Contractor will remove any KDADS confidential record prior to publication or presentation.

1.48. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.49. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.50. Transition Assistance

In the event of early contract termination, Contractor shall provide reasonable assistance to State to allow for a functional transition to another vendor.

1.51. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.52. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.53. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

2.0 Specifications

The Contractor is to provide study and report on the Intellectual and Developmental Disability (I/DD) waiver and Physical Disability (PD) waiver for the waiting lists Kansas Department for Aging and Disability Services.

Background/History:

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA). Section 9817 provides enhanced federal funding for Medicaid Home and Community Based Services (HCBS) through a one-year 10 percent increase to the share of state Medicaid spending contributed by the federal government. This one-year increase in federal matching funds will result in new, time-limited dollars that can be strategically invested in HCBS services in the state of Kansas through March of 2024. From these funds, the Kansas Department for Aging and Disability Services (KDADS) has allocated funds for a study of the Intellectual and Developmental Disability (I/DD) waiver and Physical Disability (PD) waiver waiting lists.

Kansas Department for Aging and Disability Services (KDADS) Home and Community Based Services (HCBS) provides oversight for a system of community-based supports and services for persons in Kansas with disabilities. Information about HCBS waiver programs can be found on the agency's website. Providers include a variety of not-for-profit and for-profit organizations as well as governmental entities.

One of the seven HCBS waivers is the Intellectual / Developmental Disability (I/DD) waiver. The I/DD serves individuals age five and older who meet the definition of intellectual disability, having a developmental disability, or are eligible for care in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). Those with a developmental disability may be eligible if their disability was present before age 22 and they have a substantial limitation in three or more areas of life functioning.

Another HCBS waiver is the Physical Disability waiver. The Physical Disability (PD) waiver serves individuals 16 to 64 years of age who meet the criteria for nursing facility placement due to their physical disability, who are determined disabled by social security standards, and who are Medicaid eligible.

The I/DD waiver serves around 9,000 Kansans and the PD waiver serves around 6,000 Kansans. Both the I/DD waiver and the PD waiver have a waiting list for services.

There are approximately 4,500 Kansans on the waiting list for the intellectual and developmental disabilities (I/DD) HCBS waiver program and approximately 2,000 Kansans on the waiting list for the physical disability (PD) HCBS waiver. Unfortunately, much is unknown about the individuals on the Waiting List for both waivers. While the state can track basic information (e.g., age, residence), there is not a process established to gather information about current needs or their anticipated needs during the next 5 years.

Further, a significant number of people are moving off the waiting list because of a crisis, through the KDADS crisis and exception policies. Experiencing a crisis as the mechanism for accessing services is not an ideal situation for people in crisis or their families. Additionally, crisis enrollment makes it difficult for Community Developmental Disability Organizations (CDDOs) and service provider organizations to plan for effective support.

The intent of this project is to gather the data to inform data-driven decision-making about planning to effectively and efficiently serve people on the waiting lists, leading to better outcomes for Kansans with I/DD and PD, and their communities. KDADS believes this would also assist stakeholders with implementing Kansas' Employment First law as it would inform the number of people with I/DD who are ready to work, with appropriate support in place.

The Contractor is to analyze the current and future service needs of individuals on the I/DD and PD waiver waiting lists, develop a methodology to identify individuals at risk for crises, and to track and trend data that will inform decisions regarding system capacity building and reducing the waiting lists for services.

Statement of Work

A. Collection, Compilation, and Analysis of Existing Data

1. To better understand what data is currently available on people with I/DD and PD on the Waiting List, as well as the movement of people on and off the Waiting List, the Contractor shall partner with KDADS to gather and summarize currently available administration data from KDADS, Kansas Department of Health and Environment (KDHE), CDDOs, and Managed Care Organizations (MCOs).
2. The Contractor shall integrate and analyze the data collected by various agencies and organizations.
3. The Contractor shall explain any gaps in information that is needed to identify needs of people on the waiting lists.

B. Collection and Analysis of Current and Future Support Needs

1. The Contractor shall collect and analyze information about demographics, experiences, and needs of people on the I/DD and PD waiting lists.
2. The Contractor shall gather data and assess the support needs of individuals on the Waiting List who are at risk for entering services through a crisis or exception in the next 3-5 years with the goal of being able to predict the precursors to crisis and exceptions to access waiver services.
3. The Contractor shall gather and analyze data to forecast service needs at the provider-level and CDDO-level currently, and up to 5 years out, so the capacity to provide appropriate services can be built.
4. The Contractor shall gather and analyze data to track important trends of individuals on the waiting list, such as health and employment status, at a statewide level to better understand existing support needs.

C. Data Gathering

1. Contractor shall meet confidentiality requirements with Protected Health Information (PHI). Bidder must be able to comply with HIPAA requirements.
2. Contractor shall provide a timeline for the data gathering activities included in Section B, Scope of Work and provide periodical updates to the agency.
3. Contractor shall document the methods it uses to conduct the data gathering activities included in Section B, Scope of Work.
4. Contractor shall incorporate plain language and cultural responsiveness in any of its outreach and assessment methods.
5. Contractor shall work with KDADS and other stakeholder partners to gain approval for questions used in surveys, or other tools used prior to their use.

6. Contractor shall explain how the data collection methods developed as a result of this project can be maintained.

D. Data Analysis

1. Contractor will meet the data analysis requirements necessary to fulfill the project. Contractor will document and perform data analysis for:
 - a. Existing Data that is collected from existing sources including KDADS and community partners.
 - b. Data on support needs of people currently on the waiting lists.
 - c. Data on waiting lists and capacity needs of the system for the next five years.
 - d. Recommendations developed from data regarding the needs of the waiting list and recommendations that will reduce the waiting list and ensure capacity to meet the needs of those on the waiting list for the next five years.

Partnership with KDADS Stakeholders

A. The Contractor shall work with some of KDADS partners which may include the following:

- Community Developmental Disability Organizations (CDDOs) have extensive knowledge of people in their area who are on the Waiting List and will be responsible for serving those people once they come off the waitlist.
- Self-Advocate Coalition of Kansas (SACK) has extensive experience leading focus groups and interviews with people with intellectual and developmental disabilities as well as creating plain language resources. The contractor will partner with SACK to develop plain language survey items and reports.
- Centers for Independent Living (CIL) provide services to individuals with disabilities, their families, and their communities. Their goal is to empower individuals with disabilities to live independently.

Project Deliverables:

A. Data as requested by KDADS in Section B, C, and D Statement of Work

1. Analysis and summary of data requested in each part of Sections B, C, D, and Statement of Work.
2. Provide KDADS the information from the data collection.

B. Executive Summary and Final Report. A draft report prior to finalization is to be provided and reviewed with the agency.

1. A comprehensive report that is successfully submitted to KDADS before the end of the project contract.
2. The report should provide the following:
 - a. a valuable understanding of the service needs of individuals on the waiting lists to KDADS and its stakeholders;
 - b. the ability to document the needs of people coming off the waiting lists and to potentially identify and prevent crisis situations leading to immediate service needs;
 - c. the ability to predict service needs at the system and CDDO-level currently and up to 5 years out so that planning for appropriate services over time can be implemented;
 - d. the ability to track significant trends (health, employment status) of people on the waiting lists statewide to better understand existing support needs;
 - e. the ability to monitor and understand the support needs of people on the waiting lists, to potentially inform planning to reduce the number of people on the Waiting List for services;
 - f. the ability to make data-informed decisions about system funding needs.

The Contractor has proposed a comprehensive approach to meet this Statement of Work. Their approach consists of two aims: Aim 1, Collection, Compilation, and Analysis of Existing Data and Aim 2, Collection and Analysis of Current and Future Support Needs.

1. Conflict of Interest: The Contractor has identified any potential conflict of interest that exists regarding the service provided for this contract. The University of Kansas Center for Research, Inc. (KUCR) is a not-for-profit research foundation that operates for the benefit of the University. KUCR was incorporated in 1962 to develop and administer sponsored programs in engineering and related interdisciplinary areas at KU. Effective July 1, 1997, KUCR's services expanded to encompass all sponsored programs conducted throughout the Lawrence campus. KU has an existing conflict of interest policy that is compliant with the Kansas Board of Regents Policy and federal and state policies concerning conflict of interest. Part of this policy requires individual staff members completing a disclosure each year. KUCR has received sponsored funding for projects through the years from KDADS but there is no perceived conflict of interest by either the organization as a whole or any of the individuals listed in this proposal.
2. Contractor Assurances: The Contractor will be required to assume responsibility for work, data collection and deliverables offered. The Contractor agrees not to discriminate against employees or applicants for employment based on race, religion, color, national origin, gender identification, or disability. The Contractor will comply with provisions of the Health Insurance Portability and Accountability Act and will enter into a Business Associate Agreement when requested. This form was provided to the Contractor in the second RFP amendment.

3.0 Costing Sheet

This contract is for a fixed price bid. All costs are to be all inclusive (including time, travel, and materials). Under no circumstances will payment be made prior to acceptance of service.

The total cost for the project will be \$971,607.63.

See the attached file "Contract 52542 Cost Sheet" for the breakdown of costs.

Invoicing:

1. Payment will not be made without the submission of an invoice.
2. All invoices submitted will be done in a format provided by KDADS or approved by KDADS.
3. The total amount of invoicing shall not exceed the amount of compensation agreed upon in the final, executed contract.

The following release shall be on final financial report:

"Contractor hereby understands and agrees that final payment is being made in the amount above and it releases the Contractor and KDADS from any further claims under this Agreement, subject to KDADS contract close-out procedures. After payment of the Final Financial Report (Final Payment), no further amount shall be due or payable by KDADS under this Agreement."

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. 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. 07-19), 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 September, 2022.

4.2. 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.4. 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 thirty (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 ninety (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 the 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.

4.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4.6. 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on **June 08, 2022** in response to Bid Event Number **EVT0008584**.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish **Waiver Waitlist Study Services for Kansas Department for Aging and Disability Services** on order of the Agency at the price or prices contained herein.

This contract is entered into this First day of September 2022 by and between the State of Kansas (State) and **University of Kansas Center for Research, Inc., LAWRENCE, KS** (Contractor).

Contractor: **University of Kansas Center for Research, Inc.** Agency: **Kansas Department for Aging and Disability Services**

By: Alicia M. Reed/ahc
Digitally signed by Alicia M. Reed/ahc
Date: 2022.08.30 13:05:39 -05'00'

By: Laura Howard

Printed Name: Alicia M. Reed

Printed Name: Laura Howard

Title: Director of Research Administration

Title: Secretary

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

By: Richard Beattie NF

RICHARD BEATTIE
DIRECTOR OF PURCHASES