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| <input type="checkbox"/> Traumatic Brain Injury | <input type="checkbox"/> Frail Elderly |
| <input type="checkbox"/> Technology Assisted | <input type="checkbox"/> Physical Disability |
| <input type="checkbox"/> Intellectual Developmental Disability | |

FINANCIAL MANAGEMENT SERVICES PROVIDER AGREEMENT

This FINANCIAL MANAGEMENT SERVICES PROVIDER AGREEMENT (the “Agreement”) is made effective this ____ day of _____, _____ by and between the Secretary of the Kansas Department for Aging & Disability Services (“KDADS”), and _____ (“Provider”), all of whom may hereinafter be collectively referred to as the “Parties”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Compliance with Federal, State or Agency Authorities. Provider shall strictly comply with any and all applicable Federal or State of Kansas statutes and/or Administrative Regulations including HCBS waiver services.¹ Provider shall further strictly comply with State of Kansas Medicaid Waiver(s), as amended, and Financial Management Services Policy and Procedure Manual, as amended, which relate or pertain to the use of Medicaid/HCBS Waiver funds including the payment for services rendered by Direct Service Workers.

New or revised KDADS’ policies affecting FMS and this contract shall be promulgated pursuant to the agency’s policy approval process. New or revised policies, including the FMS Manual, will be provided in advance and in writing to all FMS Providers in compliance with the KDADS’ policy approval process and, in a non-emergency/crisis situation, at least 10 business days prior to policy implementation.

2. Administrative Payment to Provider. The State, through the respective Managed Care Organization, shall pay to Provider a per Consumer monthly administrative payment (“Administrative Payment”) in the amount of \$115.00. This payment is to cover the Provider’s Administrative Costs with no part of such payment being used for the Consumer’s Employee’s wages, tax payments or other required withholding amounts. Should this payment change (increase or decrease), this change may be made by letter from KDADS to the Provider and shall not require a formal amendment to this Agreement.

3. Direct Service Worker Reimbursement Rate. The Provider shall bill the respective Managed Care Organization the monthly amount required to be reimbursed for Provider’s payment to the Consumer’s Direct Service Worker/employee. Such Reimbursement Rate shall be comprised of the compensation amount, all tax withholdings, unemployment and worker’s compensation payment amounts. The Reimbursement Rate shall be obtained from federal/state drawdown/match for HCBS Medicaid program funding, with no portion being used or retained for administrative or any other use by the Provider. Such Reimbursement Rate fund shall be deposited by the Provider in an account in which such deposits may be traced to and

¹The Provider is obligated to comply with applicable Federal Law(s). If, however, this becomes a compliance issue, the KDADS will deal with the same on a case by case basis.

accounted for each respective consumer. The Direct Service Worker rate/funds is subject to Medicaid rules and regulations and therefore, no portion can be utilized without the express direction of the respective Consumer. The Provider shall not determine the use of such funds.

4. Term of Agreement. This Agreement shall commence on January 1, 2015, and continue until December 31, 2015, unless earlier terminated by either agreement between the Parties or pursuant to the provisions herein.

5. Consumer Employer Identification Number. If necessary and requested, Provider shall assist the Consumer in obtaining an Employer Identification Number (“EIN”).

6. Consumer’s Employee: Assistance and Education. Following the hiring of a Direct Service Worker by the Consumer, the Consumer’s Employee shall meet with the Provider as a function of Information and Assistance to execute any and all payroll records, to obtain information/education on use of the KS AuthentiCare® System with regard to payment for services rendered and submit information in order for the Provider to perform a background check. Additionally, the Provider shall provide consumer with appropriate information and assistance as outlined in the FMS Provider Policies and Procedures Manual that supports the consumer’s role in self-directing his/her care and ensures the consumer is aware of all resources, rules, and responsibilities.

7. Agreement Non-Renewal, Termination, Default and Remedies:

a. Any Party may terminate this Agreement, other than as specified herein below, by giving written notice of the termination or non-renewal at least ninety (90) days prior to the date of termination stated in the written notice. In the event the Provider desires to either not renew or terminate this Agreement, the Provider shall further provide the Respective MCO and its Consumers thirty (30) calendar days advance written notice of its intent not to renew or regarding termination, and shall provide each Consumer with a list of FMS providers, including addresses and phone numbers and shall assist the Consumer, if requested, in obtaining a new FMS provider; or

b. KDADS may terminate this Agreement without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds; or

c. In the event that Provider fails to perform a provision of this Agreement, time being of the essence, KDADS may exercise any and all other remedies provided for by law, including, but not limited to, the following:

i. Terminate this Agreement; or

ii. Delay payment until KDADS verifies Provider’s performance.

d. In the event of termination, with or without cause, the Provider shall account for and remit to KDADS any Excess Funds or unearned funds, as the case may be.

8. Retention of and Access to Records. All records created, maintained or prepared that relate or pertain to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement. In addition to any other audit requirement contained herein, such records shall be made readily available to any other party to this Agreement, an independent auditor retained by any Party herein, the Secretary of the Department of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each Party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement. Provided, however, that the Party requiring such audit shall pay the cost of the same. Provider shall cooperate with any auditing party and/or entity.

9. Independent Contractor Status. At all times pertinent to this Agreement Provider shall perform as and hold the status of independent contractor. Nothing in this Agreement is intended to create or imply any type of employer-employee, principal-agent, master-servant, or any other relationship other than that of independent contractor as between KDADS and Provider. KDADS shall not withhold any form of taxes, insurance, assessments, or other amounts from payment to Provider. Provider shall be solely responsible for payment of any and all taxes incurred (if applicable) as a result of this Agreement.

10. Annual Audit. Within six (6) months following end of the initial Agreement² term, and every third year thereafter, the Provider will have a Generally Accepted Accounting Principles (“GAAP”) CPA-certified audit³. By way of example and not of limitation, if a Provider’s initial Agreement would end on December 31, 2015, the Provider would need to have a GAAP audit not later than June 30, 2016, for the period January 1, 2015, through December 31, 2015. Similarly, if a Provider’s third agreement term would end on December 31, 2018, the Provider would need to have a GAAP audit not later than June 30, 2019 for the period January 1, 2018 through December 31, 2018.

In addition, during the “off years” in which a GAAP/cash basis audit is not required, the Provider shall have a Compliance Audit⁴ not later than June 30th for the prior contract year. Both the GAAP and Compliance Audit shall be at the Provider’s expense.

If, however, the Provider is not on a calendar accounting year, the audit dates above shall be six (6) months following the end of the Provider’s respective fiscal year.

11. Audit upon Termination. In the event this Agreement is terminated, voluntarily or involuntarily, the Provider shall have an audit as required by paragraph 10 herein. Such audit shall be provided to KDADS within ninety (90) calendar days following such termination. Such audit shall be at the Provider’s expense.

² For purposes of this Agreement, the term “Initial Agreement” shall mean the within Agreement commencing on January 1, 2015, and ending on December 31, 2015, if not earlier terminated.

³ Provided, however, if the Provider is on a “cash” method of accounting, the Provider shall utilize those generally accepted accounting /audit principles relevant to the cash accounting method. This must be an audit that is CPA-certified, not a review or compilation.

⁴ For purposes of this Agreement, the term “Compliance Audit” shall mean an audit which complies with the terms and provisions contained in the KDADS’ FMS Policy and Procedure Manual which includes accounting of funds received and expended on a per waiver and per Consumer basis.

If, however, and for whatever reason, KDADS does not timely receive the audit, KDADS may audit the Provider and may charge the expense(s) for such audit to the Provider. If this provision is invoked, Provider agrees to timely reimburse KDADS for the expense(s) of such audit.

12. Excess Funds Accumulated During Time Period Prior to January 1, 2015. In the event Provider has Excess Funds accumulated during a period prior to January 1, 2015, the Provider shall account for and remit such Excess Funds to KDADS on or before March 31, 2015. Failure of the Provider to strictly comply with such requirements shall constitute a breach of this Agreement, and may warrant referral to the U.S. Attorneys' Office, Centers for Medicaid and Medicare and the State of Kansas Attorney General's office for alleged Medicaid fraud and/or criminal prosecution.

13. Excess Funds. In the unlikely event Provider has Excess Funds remaining at the end of the Agreement term, Provider shall account for the same in writing and remit such Excess Funds to KDADS on either a semi-annual or annual basis (Provider may chose the period, i.e., semi-annual or annual). Such remittance shall be due one hundred eighty (180) calendar days following expiration of the remittance term, i.e., semi-annually or on an annual basis. Failure of the Provider to strictly comply with such requirements shall constitute a breach of this Agreement, and may warrant referral to the U.S. Attorneys' Office, Centers for Medicare and Medicaid Services and the State of Kansas Attorney General's office for alleged Medicaid fraud and/or criminal prosecution. For purposes of this Agreement, the term "Excess Funds" means Direct Service Worker Reimbursement Rate funds that are to compensate and pay required tax and other withholdings (state and/or federal) for a Direct Service Worker/employee, that are retained and not spent by the Consumer during the term of the Agreement.

Provided, however, a Provider who is a nonprofit organization entity who makes the election contained in K.S.A. 44-710(e)(1) regarding payment of unemployment claims, may retain such Excess Funds until it has determined that no unemployment claim(s) have been made, but not in any event to exceed one hundred eighty days (180) following the end of its fiscal year. If, during such period, it is paying on one or more unemployment claims, the Provider shall report the same in writing with its remittance of excess for consumers for which no unemployment claim has been made.

It is the Parties' intent that Direct Service Worker Reimbursement Rate funds are earmarked solely for the specific Consumer's Direct Service Worker's benefit and, shall not, in any circumstance, be used by the Provider for administration, working capital, other consumer's workers, recruiting or other day-to-day business use. By way of example, and not of limitation, if Consumer "A" had \$1.50 remaining following payment to his/her Direct Service Worker and the taxing authorities, the Provider could not use such overage to pay Consumer B's Direct Service Worker a higher wage rate.

14. Employee Background Checks. In addition to the execution of payroll documents and KS AuthentiCare® orientation that the Provider gives to a Consumer's employee, the Provider shall also perform a background check on the Consumer's employee hired on or after January 1, 2015, as required by FMS Program and Policy Manual, as amended. In the event a

Customer's employee fails to meet background requirements as contained in HCBS program policies, the Provider shall notify the Consumer of the same.

15. Provider Owned: Agency-directed Services. In the event that the Provider owns, manages, controls or participates with a third party entity who provides Agency HCBS attendant care services (the "Agency"), the Provider shall not:

a. Influence, directly or indirectly, a Consumer to select the Agency for the provision of agency attendant care services; or

b. Engage in any other conduct whatsoever with such Agency which might create an actual or perceived conflict of interest.

In addition, funds received from an Agency shall be deposited by the Provider in an account(s) in which such deposits may be traced to and accounted for the provision of Attendant Care services. In other words, while Agency and FMS funds may be deposited into the same account, the Provider shall trace and account for such funds on a consumer basis regarding both Attendant Care services and FMS services.

16. Guardian Prohibition. The Parties further agree that the Provider, its employees and/or agents, cannot be the Guardian of an HCBS Consumer that the Provider serves. In the event this is currently the case, the Provider shall take immediate steps to facilitate the appointment of a successor Guardian and, during the meantime, the Consumer shall be sent to a different Provider for Financial Management Services. For example, owners-operators and employees of the Provider may not serve as guardian or legal representative or direct the care of a consumer served by the Provider. KDADS acknowledges the Provider may have guardians or legal representatives of consumers serving as members of the board who are not affected by this prohibition, but who may otherwise be required to disclose the potential conflict of interest to the court and comply with applicable waiver requirements and mitigation procedures related to the HCBS programs.

17. Confidentiality. In accordance with U. S. Department of Health & Human Services, Centers for Medicare and Medicaid Services Medicaid regulations, 42 C.F.R. 431.300 *et seq.*, Provider shall maintain the confidentiality of information about individuals learned in performing the duties required by this Agreement, including the individual's name; address; telephone number; past or present receipt of any state or federal program services; family, social, or economic circumstances; medical data, including diagnoses and past history of disease, impairment, or disability; income and other financial information; State agency evaluation of personal or medical information; program eligibility; or third-party liability for payment for program services to any person or entity. Provider shall not prepare and publish, or permit the preparation and publication of, any electronic or written report disclosing confidential information about any individual in a manner which permits the identification of that individual. Contractor shall not disclose or permit the disclosure of any confidential information about any individual without the prior informed consent of the individual or of the individual's representative, unless the disclosure is required by court order, to enable the delivery of services for which the individual or the individual's representative has requested or applied, for Medicaid program administration, or by this Agreement. Provider shall further develop and maintain policies and procedures, which protect the confidentiality of and guard against the unauthorized

disclosure of confidential information about individuals obtained through the performance of this Agreement. Provider's policies and procedures shall be binding on their employees, agents, and independent Contractors and describe the penalties and sanctions imposed for violations of those policies and procedures.

18. Health Insurance Portability and Accountability Act-Business Associates Agreement. KDADS and various state entities are parties to a Business Associates Agreement (“BA AGT”). On January 25, 2013, HHS promulgated new and final rules implementing the HI TECH Act effective on or about September 23, 2013. A copy of KDADS’ revised BA AGT addressing the new rules may be found at KDADS Business Associates Agreement Form. As a condition precedent under this Agreement, and regardless of whether the Provider was a party to an existing BA AGT, Provider shall complete the form, print, sign and mail the BA AGT to KDADS “Legal Division.” Thereafter, a fully executed document will then be forwarded electronically to the Provider. In the event that Provider receives protected health information, it shall comply with the terms of the BA AGT, as it presently exists or as modified/amended, as if the same were set forth in full herein. Provider may retain PHI with regard to any project that is ongoing in nature; provided, however, that such permission is subject to strict adherence with the terms of the within Agreement, HIPAA and the BA AGT. Any report required herein shall not contain PHI or Confidential Information. If such information is found in such report(s), the same shall be removed immediately. Notwithstanding such BA AGT, the Provider shall at all times comply with HIPAA and the HI TECH ACT, as amended.

19. Incorporation of the State of Kansas Contractual Provisions Attachment. The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 6/12), a copy of which is attached hereto and identified as Appendix “A”, are incorporated by this reference as if the same were set forth in full herein.

20. Service of Notices. All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to Provider:

Provider Contact: _____

Provider Name: _____

Street Address: _____

City, State Zip: _____

Email Address: _____

If to KDADS:

Kari M. Bruffett, Secretary
Kansas Department for Aging
And Disability Services
New England Building
503 South Kansas Avenue
Topeka, Kansas 66603-3404

21. Entire Agreement. The Agreement constitutes the entire agreement between and among the Parties concerning the subject matter hereof, and there are no other understandings, representations, or agreements, oral or otherwise, concerning the Agreement, which shall remain in full force and effect. This Agreement merges and supersedes any previous negotiations, understandings, agreements, representations, and warranties between the Parties.

22. Amendments; Modification; Waiver. The Agreement may not be modified, superseded, extended, terminated, or amended and no provision hereto may be waived except by a writing making specific reference hereto and signed by the Parties.

23. Binding Effect. The terms and acknowledgements set forth in the Agreement shall be binding upon the Parties and shall inure to the benefit of the Parties, and their respective successors, assigns, heirs, executors, administrators, and representatives.

24. Participation in Drafting. Each Party has participated in, or contributed to, the drafting and preparation of the Agreement. In any construction of the Agreement, the provisions shall not be construed for, or against, any Party, but shall be construed according to their plain meaning.

25. Severability. Should any material provision of the Agreement be declared or be determined by any court to be illegal or invalid or should any material provision of the Agreement be amended or modified by any court, the entire Agreement shall, at the option of each of the Parties, be deemed invalid, null and void unless all Parties agree in writing to its continued effectiveness.

26. Governing Law. The Agreement shall be construed and enforceable in accordance with the laws of the State of Kansas.

27. Signatures. The Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

28. Terms Read and Understood. The signatories to this Agreement certify that they have read this Agreement, have conferred with counsel, and fully understand all of the terms, and the Parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other Party.

29. Cooperation. The Parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.

30. Authorization. The person who executed this Agreement by or on behalf of each respective party or individual, as applicable, represents and warrants that he/she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party and that all necessary corporate approvals have been obtained.

31. Judicial Intervention-Venue. Should judicial intervention be required, the Parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.

32. Federal Administrative Changes: Centers for Medicaid and Medicare Services, Department of Labor and Internal Revenue Service. The Parties acknowledge that the Department of Labor (“DOL”), Internal Revenue Service (“IRS”) and Centers for Medicare and Medicaid Services (“CMS”) are each making administrative/policy changes which will likely affect financial management service delivery in Kansas. The Parties further acknowledge that such change(s) are out of KDADS’ control, and that KDADS has not provided any legal and/or accounting advice to Provider with regard to such issue(s). The Provider acknowledges and agrees that should it need legal and/or accounting advice, or the like, it would need to contact a professional who specializes in the advice requested.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representative on the dates noted by the signatures below.

**KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES**

PROVIDER NAME

By: _____

Kari M. Bruffett, Secretary

By: _____

Title: _____

Date: _____

Date: _____

FINANCIAL MANAGEMENT SERVICES
PROVIDER AGREEMENT

APPENDIX A

Kansas Department of Administration Form DA-146a (Rev. 6/12)

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. 06-12), 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **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.
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 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. **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.).
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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor 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."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.