

## DEVELOPMENTAL DISABILITY SERVICE AGREEMENT

This Agreement, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Sedgwick County, Kansas, acting as the State of Kansas appointed Community Developmental Disability Organization, hereinafter referred to as "County" or "CDDO", and, House Of Hope, Inc., hereinafter referred to as "the Community Service Provider" or "CSP", to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801 et seq., and its implementing regulations (collectively "the DD Reform Act").

1. **Purpose:** Through this agreement, the parties desire to set out their respective obligations as CDDO and CSP regarding the services to be provided and the use of funds that are accessible as reimbursement for these services because of the contractual relationship between the parties. Consistent with K.S.A. 39-1809, however, nothing in this agreement constitutes an entitlement to services. This agreement is a sub-contract to the agreement entered into as provided in the DD Reform Act between the Kansas Department of Social and Rehabilitation Services, Disability and Behavioral Health Services "SRS DBHS" or "DBHS" and CDDO (the DBHS and CDDO contract). As a sub-contract of the DBHS and CDDO contract, this agreement conveys all requirements pertaining to funds utilization and service expectations to the CSP.

2. **Term:** This agreement shall apply to services provided on or after January 1, 2012. The agreement will remain in effect through August 31, 2012 unless terminated as provided within this agreement. The terms of the agreement may be extended for a reasonable period by mutual consent while parties are negotiating terms of a new agreement.

3. **Termination:** CSP may terminate this agreement after giving the CDDO at least 90 days written notice or a mutually agreed upon time for successful transition to new services of all people served. The CDDO may terminate this agreement as provided in K.A.R. 30-64-22(f)(1-3). This agreement will be terminated automatically or may be amended by both parties if CSP fails to maintain any licenses or certifications or Medicaid Provider Agreements that may be required by law or regulation in order to provide the services that CSP is to deliver under this agreement.

4. **Scope:** The CSP shall perform in a satisfactory and proper manner, as determined by CDDO, the purpose, goals and objectives necessary to accomplish this contract as they are specified herein.

5. **Definitions and Incorporation of Appendices:** For the purpose of this agreement, the definitions and requirements in K.S.A. 39-1801 et seq., K.A.R. 30-63-01 et seq., K.A.R. 30-64-01 et seq. and DBHS and CDDO Contract appendices and DBHS policies apply to both CDDO and CSP and by reference are part of this agreement. Appendix A - General Contractual Provisions, Appendix B - Service Objectives, Appendix C - Sedgwick County Developmental Disabilities Finance Plan, and Appendix D - Plan to Address Crises are attached hereto and are incorporated in this agreement.

6. **Authorized HCBS/MR Waiver Services:** The CDDO hereby agrees the Community Service Provider is authorized to provide and request reimbursement directly from the Medicaid intermediary for the following HCBS MR/DD waiver services:

***AGENCY DIRECTED SERVICES:***

***Day Supports, Residential Supports, Wellness Monitoring, Targeted Case Management, Supported Employment and Supportive Home Care provided for two individuals.***

IN WITNESS WHEREOF, CDDO and the Community Service Provider have executed this agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
TIM R. NORTON, Chairman  
Commissioner, Second District

SEDGWICK COUNTY DEVELOPMENTAL  
DISABILITY ORGANIZATION

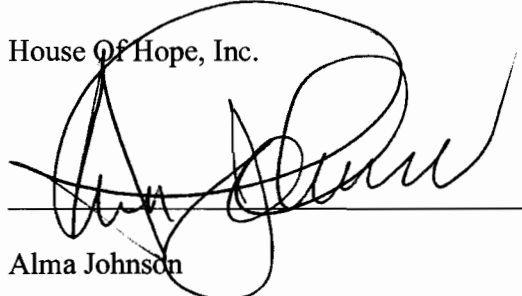
  
\_\_\_\_\_  
CHAD VONAHNEN, Director

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD

County Clerk

House Of Hope, Inc.

  
\_\_\_\_\_  
Alma Johnson

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JENNIFER MAGANA

Deputy County Counselor

**DEVELOPMENTAL DISABILITY SERVICE AGREEMENT  
APPENDIX A - GENERAL CONTRACTUAL PROVISIONS**

**1. AUTHORITY TO CONTRACT**

- A. **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- B. **Required Documentation.** Domestic corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.

**2. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

**3. PERSONNEL**

- A. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- B. **Employee Conflict of Interest.** Contractor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection D below. Such compliance requires the use of criminal or other legal background checks upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

**D. Participant Safeguard.** Contractor certifies that:

1. Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by contractor to have had a conviction for or a prior employment history of abuse, neglect, or exploitation of children or vulnerable adults as defined in K.S.A. 39-1430 et seq. and K.A.R. 30-63-28 shall not be permitted to administer this contract or handle the funds conveyed under this contract.
2. Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
3. Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against persons, or any individual who is known by contractor to have had a prior conviction for or history of abuse, neglect or exploitation of children or vulnerable adults confirmed by any regulatory agency as defined in K.S.A. 39-1430 et seq. And K.A.R. 30-63-28 shall not be permitted to provide services or interact in any way with persons served pursuant to this contract.
4. In addition to required background checks at the time of hire, contractor will seek follow-up background checks (APS, CPS, KDHE, and KBI) on a minimum of 20% of staff members continuing from the prior year and who are funded through this contract.
5. Any question concerning the interpretation of this subsection D and/or its application to an individual shall be referred to the Community Developmental Disability Organization Director. Director's decision may be appealed per CDDO policy, however employees who are the subject of the appeal may not perform job duties as outlined in this subsection until the appeal process has been concluded. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if CSP would have no other reasonable way of knowing of these acts.

**E. Contract Revocation.** It is understood that this contract may be revoked at the discretion of the County if the Contractor is in violation of Subsection D.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

#### 4. **PROHIBITION OF CONFLICTS OF INTEREST**

- A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Eighteen (18) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor' s competitors.
- D. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

#### 5. **FUNDING**

- A. **Reduction in Funding.** In the event aggregate funding provided to the CDDO from county, state and/or federal sources is reduced, or in any way insufficient to fund this agreement, the obligations of both the CDDO and the CSP must thereupon be reduced on a pro rata basis, renegotiated or terminated, provided that any termination of this agreement must be without prejudice to any obligations or liabilities of the parties accrued prior to the termination.
- B. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending of granted funds due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.
- C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to

violate the terms of such laws.

## 6. RECORDS, REPORTS AND INSPECTION

- A. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.
- B. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitates maintenance of records beyond this three (3) year period.
- C. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. County will withhold payments to Contractor if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- D. **Audit.** Contractor shall provide for an annual independent audit of its financial records that apply to this Contract only and shall provide a copy of said audit to County within nine (9) months following the end of the period being audited. Other financial documentation may be substituted for an independent audit in certain circumstances with prior written approval from the CDDO Director. CSPs employing 20 or more FTE direct-care employees shall also follow the independent audit requirements outlined in Appendix B. part V.
- E. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three-year period following final payment under the terms of this contract. Contractor gives SRS DBHS, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.
- F. **Confidentiality.** Both parties will comply with the provisions of State of Kansas and federal regulations in regard to confidentiality of eligible participant records.
- G. **Certificate of Tax Clearance.** Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term. <http://www.ksrevenue.org/taxclearance.html>
- H. **Debarment/Suspension.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits

under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

## 7. **METHOD OF BILLING AND PAYMENT**

- A. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed any maximum amounts allowed by this contract.
- B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described above.
- C. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.
- D. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
- E. **Mailing Address.** Unless other arrangements are made, payments shall be mailed to Contractor's address as follows:

House Of Hope, Inc.  
Alma Johnson  
2400 S. Greenwich Rd.  
Wichita, KS 67210

## 8. **PARTICIPANT INPUT**

Contractors providing licensed services shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

## 9. **LICENSES AND PERMITS**

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

10. **HANDICAPPED ACCESSIBILITY**

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against persons with disabilities in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. **ASSIGNMENT**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. **SUBCONTRACTING**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any. For purposes of this agreement, work or services will be limited to the services defined in Appendix A – Definitions of the most current CDDO/SRS Contract, the current HCBS MR/DD Waiver, or HCBS Waiver handbook.

13. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND PROCEDURES**

- A. **Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B that covers the specific purpose, goals and objectives of this agreement.
- B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.
- C. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
- D. **Access To Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

14. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

- A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry;
- B. in all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- C. if contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- D. if Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the contracting agency; and
- E. contractor shall include the provisions of subsections (A) through (D) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. **TERMINATION OF CONTRACT**

**Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, copies of such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, and reports shall, at the option of County, be made available to the County within 10 working days. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

16. **INDEMNIFICATION AGREEMENT**

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or

of any employee or agent of that party to the degree such indemnification is allowed by law.

**17. INSURANCE REQUIREMENTS**

Contractor shall annually provide a certificate of insurance to verify liability and auto insurance in the minimum amount of \$500,000. Contractor shall annually provide certificate of workers compensation coverage. Sedgwick County shall be listed as an additional insured on the general liability and auto coverage policies, and the certificate should provide for at least a 10-day written notice of cancellation. Contractors who employ licensed professionals must have professional liability coverage. If contractor transports clients during services provided for under this agreement, evidence of auto insurance on the certificate is required. Contractor shall also annually provide evidence of professional liability insurance, as appropriate. The certificate should be submitted to the Assistant Director of the CDDO or designee and shall be filed with the affiliate agreement. All potential claims must be reported to the CDDO.

**18. NOTIFICATION**

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

<b>County:</b>	Sedgwick County Developmental Disability Organization Attn: Chad VonAhnen, Director 615 N. Main, Wichita, KS 67203 PHONE (316) 660-7630 FAX (316) 660-4894	Sedgwick County Legal Department Attn: Contract Notification Sedgwick County Courthouse 525 North Main, Suite 359 Wichita, KS 67203-3790
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**Contractor:**

House Of Hope, Inc.  
Alma Johnson  
2400 S. Greenwich Rd.  
Wichita, KS 67210

**19. AMENDMENTS TO AGREEMENT**

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Sedgwick County Developmental Disability Organization and the Sedgwick County Board of Commissioners must approve any change that affects contract objectives or the scope of services to be provided.

**DEVELOPMENTAL DISABILITY SERVICE AGREEMENT  
APPENDIX B - SERVICE OBJECTIVES**

**I. CSP PERFORMANCE OUTCOMES**

**A. Compliance with Rules, Regulations and Statutes**

1. The CSP will comply with K.S.A. 65-4411 et seq., K.S.A. 19-4001 et seq., K.S.A. 39-7,100, K.S.A., 39-1801 et seq., and K.A.R. 30-64-01 et seq. All services provided as a result of this agreement that require licensure must be licensed in accordance with K.A.R. 30-63-01 et seq., or other appropriate license, law or regulation. Any CSP that loses its license to provide services will no longer be provided funds identified in this agreement for services and must cooperate with the CDDO in assisting the transition of persons to alternative service CSPs until all service needs are met.
2. The CSP must cooperate with all CDDO administrative activities including, but not limited to service access, application, eligibility determination and referral, third party eligibility determination reviews, gatekeeping, dispute resolution, council of community members, quality assurance, quality enhancement, funding management and management of the Basic Assessment and Services Information System (“BASIS”).
3. The CSP must comply with all official policies and procedures of CDDO and SRS DBHS.
4. The CSP must take appropriate action, where applicable, to assist the CDDO to comply with performance outcome measures identified in the current SRS/CDDO annual contract.

**B. Reporting Requirements**

1. The CSP must supply accurate special reports or information to the CDDO or DBHS or its designees within reasonable requested time frames. CSP is hereby notified many requests for information are regularly made as a result of regulatory or legislative demands placed on DBHS and the CDDO. As such, requests will be identified as to source of request and/or informational need.
2. The CSP must comply with provisions of K.S.A. 39-1401 et seq., K.S.A. 39-1430 et seq., and K.A.R. 30-63-28. All agents of the CSP providing services as a result of this agreement must immediately report any incidents of suspected abuse, neglect or exploitation directly to the appropriate official body responsible for investigating such incidents including, but not limited to, the CDDO, SRS Adult or Child Protective Services and Law Enforcement. The person’s legal guardian, if one has been appointed, must also be notified unless such notification is likely to cause harm to the person served. Any notification that occurs more than one business day after the incident is identified by the CSP will be considered out of compliance with this requirement.
3. **Licensing Results Reporting**  
If requested, the CSP must inform individuals receiving services, their families and legal guardians of the outcome of the review including the licensing status of the CSP and procedures for

accessing any public documents related to the review. The CSP must make this information available to the person in a printed copy or other form that may be required due to a person's disability at no charge.

## C. Outcomes For Persons

### 1. Employment First

Competitive and integrated employment shall be considered the first option when serving persons with intellectual disabilities or developmental disabilities who are of working age.

### 2. Quality Assurance and Quality Enhancement

The CSP must cooperate and assist the CDDO within specified timelines to ensure compliance with quality oversight requirements of K.A.R. 30-64-26 and K.A.R. 30-64-27.

### 3. Placement of Persons Residing in State Mental Retardation Hospitals, State Mental Health Hospitals, or Private Intermediate Care Facilities that are Closing or Reducing Bed Capacity

The CSP must develop support plans and funding requests for all persons who have chosen the CSP as a service provider, who are residing in state mental retardation and mental health hospitals and seeking community placement in the CDDO service area within 120 days of the date the person becomes known to the CSP. DBHS will evaluate the support plans and funding requests, discuss them with the CDDO and CSP, and finalize support plans and funding requests that are agreeable to DBHS, CDDO and the CSP. Once the funding plan has been approved, the CSP must serve or arrange to serve all persons for whom approval is provided. This provision does not include persons determined inappropriate for community services pursuant to K.A.R. 30-64-25.

### 4. Outreach and Transition Planning

The CSP must cooperate with and assist the CDDO with outreach and transition planning procedures which identify, through BASIS, the number of new persons who are likely to need services and what services they may likely need for fiscal years 2011 and 2012. This activity may include: providing case management to persons anticipating services from the CSP, , attendance at Individual Education Plan ("IEP") meetings and attendance at transition planning meetings.

### 5. Confidentiality of Information

The CSP must respect the privacy of persons and families and restrict use of confidential information to purposes necessary in carrying out the conditions of this agreement. At the time of admission and annually thereafter, the CSP must notify persons served that the CDDO and its representatives may review the services provided and any individual or agency records which pertain to those services in consideration for funds received in this agreement.

## II. FUNDING AND REIMBURSEMENT

In order to bill for Medicaid services, a provider must have an agreement with Kansas Health Policy Authority and meet all requirements in the Kansas Medical Assistance Program Provider Manual.

#### A. Reimbursement Through the HCBS/MR Waiver

1. Reimbursement through the HCBS/MR waiver can be accessed only when:
  - a. The CSP has a current signed affiliation agreement with the CDDO for the requested services, and  
DBHS has granted Prior Authorization pursuant to the Plan of Care.
2. Subject to available funding within the total CDDO capitated amount, the CSP must provide services contemplated by this contract. In order to help the CDDO and CSP manage the total CDDO capitated HCBS/MR Waiver allocation:
  - a. The CSP must bill the fiscal intermediary, currently HP Enterprise Services (HP), for all reimbursable services within 30 days of the services being provided;
  - b. The CSP must re-bill any unpaid claims within 30 days of notification that the billing has been rejected for purposes of keeping payments as current as possible; and
  - c. The CSP must provide the CDDO with information pertaining to HP billing when requested.
3. The CDDO may limit the amount of service that may be billed in the service area in order to stay within the total amount of the CDDO capitated HCBS/MR waiver allocation.
4. The CDDO will compensate CSP for lost revenue in instances where the CDDO fails to input and submit a prior authorization to DBHS in a timely manner (up to 10 working days for those that are complete and accurate) and the delay creates an inability to bill for those services. Compensation from the CDDO may be only a portion of the total lost revenue if other factors beyond the control of the CDDO contributed to the loss. Payment from the CDDO will be negotiated with CSP in such instances.

#### B. State Aid Funding

State Aid funds provided to the CDDO will be distributed at the discretion of the CDDO.

#### C. Reimbursement for Targeted Case Management Services

1. Targeted Case Management Services are reimbursable directly through Medicaid .
2. **Changes in Providers of Case Management.** Requests for individuals to change from one provider of case management to another shall be effective five business days after the date the providers are notified by CDDO of the requested change. Client files shall be transferred between providers no later than the effective date for the transition unless the providers have reached agreement to allow more time to transfer the information.

#### D. Funding for Additional Services Designated for Individuals

The CDDO will establish categories of funding for dollars within the control of the CDDO in accordance with CDDO policies and procedures. These funds include state grants, Sedgwick County mill levy, state aid, and other service revenue. The Sedgwick County Developmental Disabilities

Finance Plan will include amounts allocated by the State of Kansas and Sedgwick County, and may be modified at any time during the year based on utilization and need trends. CSP Directors and CSP Finance Directors will be consulted regarding the establishment of funding categories and any modifications which are considered or implemented. The method of allocation and payment will be in accordance with established CDDO procedures. In exchange for these funds, the CSP accepts all provisions of Appendix C - Sedgwick County Developmental Disabilities Finance Plan and Appendix D - Plan to Address Crises.

E. Funding for Additional Services Not Designated For Individuals

The CDDO may include in the Sedgwick County Developmental Disabilities Finance Plan categories of funding which are designated for programs and services.

III. FUNDING UNITS

A. HCBS/MR Waiver Funding Units

HCBS/MR Waiver service funding units are those which are approved through the prior authorization process pursuant to the plan of care and are subject to the conditions and limitations of this agreement. All rates are subject to annual reconsideration.

B. Non-HCBS Funding Rates

<u>Service Category</u>	<u>Annual Cap</u>	<u>Amount per Day of Service</u>
Adult Day Services	\$8,060	\$31.00
Residential	\$13,505	\$37.00
Family Support	Allocated based on need and funding availability as approved by the CDDO Funding Committee.	

Individuals enrolled in services funded with non-HCBS funds will be considered funded for the entire year if they meet the annual cap prior to the end of the year.

C. Additional Services

Additional services, mutually agreed upon by the CSP and the CDDO and included as part of Appendix C - Sedgwick County Developmental Disabilities Finance Plan, may be provided.

IV. UTILIZATION OF FUNDS RECEIVED

A. Continuity of Service

Unless limitations in program capacity have previously been reported to the CDDO, CSPs must serve persons for whom funding is available through this agreement. The CSP must offer and/or provide services consistent with the following requirements:

1. The CSP must provide services to new persons which are sufficient to meet their person-centered plan pursuant to K.A.R. 30-63-21.

implementation if it seeks to reduce or discontinue services affecting two or more clients. All planned reductions in service must be communicated in writing and/or represented in an amended affiliation agreement.

#### B. Plan to Address Crises

1. The CDDO will, in cooperation with its affiliated CSPs, make arrangements to address crises which it believes may occur during the contract as identified in Appendix D - Plan to Address Crises.
2. If the CDDO determines funds provided under this agreement are insufficient to serve persons waiting for services, the CSP must provide some level of support to help meet the person's immediate needs to remain in the community. The amount of services provided will be determined by the CDDO.

#### C. Establishing a Waiting List and Selecting Persons from the Waiting List When Funds are Available

1. The CSP must cooperate with and assist the CDDO in developing and implementing procedures to manage the waiting list including:
  - a. Development of Priority Selection Procedures;
  - b. Informing persons waiting for services of all applicable selection procedures; and
  - c. Informing each person waiting for services or the person's legal guardians of the person's position on the waiting list based on information provided by the CDDO or State of Kansas, if requested.

#### D. Portability of Funding

With the exception of State Aid, CDDO Administration, and County Mill Levy, all funds identified in this agreement must be portable, on a pro rata basis, and the CSP must provide continuity of service for persons who choose to continue services and who move from one CDDO to another CDDO or from one CSP to another CSP. Funds must be portable except when a person no longer needs services and/or voluntarily withdraws from services with no immediate foreseeable need for services.

#### E. General Funds

General Funds are those funds allocated to the CDDO under Community and Family Support Services (CFSS) and are intended to fund Family Support, Adult Day and Residential Services. These funds will be used, at the CDDO's discretion, for services to persons who are HCBS/MR waiver eligible. Any general funds not expended for services at the end of the agreement period may be distributed equitably to affiliated providers that otherwise utilize the funding at the discretion of the CDDO.

#### F. County Mill Levy Funds

County Mill Levy funds are distributed at the discretion of the CDDO for those services and at those rates established in Appendix C - Sedgwick County Developmental Disabilities Finance Plan and are not portable to areas outside of Sedgwick County.

## V. OVERSIGHT AND AUDIT

### A. Generally

1. All services provided in this agreement in consideration for funds received may at any time be monitored or evaluated by DBHS or its designee.
2. All services provided in this agreement in consideration for funds received may at any time be monitored or evaluated by the CDDO or its designee.

### B. Access by Legislative Post Audit

Pursuant to K.S.A. 46-1101 et seq., neither party to this agreement may prohibit or prevent the Legislative Division of Post Audit or SRS audit services from accessing any records, documents or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this agreement.

### C. Independent Audit

Any incorporated CSP which employs 20 or more FTE direct care employees must submit an independent auditor's report no later than nine (9) months following its respective fiscal year end. The independent auditor must:

1. Report any findings where contract funds were spent for non-allowable costs, in accordance with OMB Circulars A-87 and A-102 if governmental entities or OMB Circulars A-110 and A-122 if not-for-profit entities. For the for-profit entities, DBHS will designate the applicable non-allowable cost criteria from OMB Circulars A-87, A-102, A-110, and A-122.
2. Monitor the requirements listed above and be completed within nine months from the close of the CSP's fiscal year. The audit must include any management letters provided by the independent auditor. The CDDO will not release management letters to the public.
3. Mail two (2) copies of the independent audit to the CDDO and one (1) copy to each of the SRS offices listed:

Sedgwick County Developmental Disability Organization  
615 N. Main  
Wichita, KS 67203

SRS Audit Services  
Financial Audit Unit  
DSOB, 10<sup>th</sup> Floor  
915 S.W. Harrison  
Topeka, KS 66612

SRS/DBHS  
Adm. Program Support  
DSOB, 10<sup>th</sup> Floor South  
915 S.W. Harrison  
Topeka, KS 66612

4. Independent auditors are asked to audit to this agreement and must not assume any provisions not included in this section are subject to an independent audit.

## VI. ALTERATIONS TO THIS AGREEMENT

Any alterations to this agreement will only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement. This agreement shall be subject to renegotiation upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations. Any change which affects contract objectives must be approved by Sedgwick County Developmental Disability Organization and the Sedgwick County Board of Commissioners.

## VII. ENFORCEMENT AND DISPUTE RESOLUTION

A. Should the CSP fail to maintain compliance with this agreement or any state or Federal Statute or Regulation incorporated by reference, the CSP shall be informed in writing of any and all deficiencies of the CSP in the provision of services, or in any other way failing to comply with this agreement. The CSP shall have thirty (30) days--or less time if the health and safety of persons served may warrant--to address with a corrective plan or resolve any deficiency as specified in the official notification. Should the CSP fail in this responsibility, the CDDO may take any or all of the following actions:

1. Suspend part or all of the payments provided for in this contract until the time the violation is corrected;
2. Impose penalties in an amount not to exceed \$125 per day for each violation from a specified date forward until the CSP complies; and/or,
3. Terminate this contract.

### B. Dispute Resolution

Preferred resolution of disputes will take place informally between the parties involved. In the event such informal resolution is not successful, the CSP, CDDO, or DBHS may require participation in dispute resolution utilizing an independent professional mediator chosen mutually by the parties. The parties will share equally in the costs of the dispute resolution.

### C. Right of Appeal

After utilizing dispute resolution, the CSP may file an appeal with the Office of Administrative Hearings, Department of Administration.

## VIII. SEVERABILITY

Should any term of this contract be declared by a court of competent jurisdiction to be invalid or unenforceable, the balance of all independent terms of this contract must be preserved unaffected, deemed valid and enforceable, and remain in full force and effect.

In addition to state regulations and local policy, the following expectations apply to the specific services for which this affiliate agreement is valid:

### **Service Expectations**

#### **Residential**

- ◆ The CSP will bill for services within 30 days of the service being provided. The CSP is responsible for costs that are not reimbursed due to inadequate billing.
- ◆ Maintain background checks for all employees (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) and driving record checks for all employees who transport clients.
- ◆ The CSP must ensure coordination exists for transportation. The CSP is not bound to provide the transportation, but rather to assure that affordable transportation is made available to the person served.
- ◆ The CSP must maintain water temperature control devices in all locations where services are provided. Such controls will regulate water temperatures so that persons do not receive burns or burn-related injuries. Such equipment will be in operation prior to services being provided in any location. The type of equipment installed will be determined by the assessment conducted as part of the person-centered planning process as described in K.A.R. 30-63-21.

In sites that are not owned or leased by the CSP and the person/guardian refuses to allow the CSP to install water temperature controls, a risk assessment and subsequent plan will be submitted to the CDDO at the time of the person/guardian's initial refusal and annually thereafter prior to the effective date of this agreement.

This requirement does not apply to persons who self-direct their services; live in private homes with family members who are not CSPs; or receive case management services only.

- ◆ Rent or room and board cost for housing which is owned or leased by the CSP must not exceed fair market rates. Persons may not reside in property owned by any employee of the CSP without prior written consent of the CDDO.
- ◆ The CSP will provide services consistent with the individual's person centered plan.
- ◆ Each CSP will report critical incidents to CDDO QA staff per CDDO policy including abuse, neglect, and exploitation (ANE) reports, hospitalizations, police involvement, deaths of persons served, and others as defined by SRS.
- ◆ Consumers will be asked what services they need to become more independent and what supports they need at home and on the job to be employed.

#### **Day Services**

- ◆ The CSP will bill for services within 30 days of the service being provided. The CSP is responsible for costs that are not reimbursed due to inadequate billing.
- ◆ Maintain background checks for all employees (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) and driving record checks for all employees who transport clients.
- ◆ The CSP will provide services consistent with the individual's person centered plan and assist with obtaining community employment options as may be appropriate.
- ◆ Make programs available for a minimum of five (5) hours per day on no less than 250 weekdays (Monday through Friday) during the contract year. Providing less than this amount may require CSP to fund alternative services for each hour or day the minimum is not met.
- ◆ Maintain U.S. Department of Labor certificate authorizing special minimum wage rates, if applicable.

- ◆ Each CSP will report critical incidents to CDDO QA staff per CDDO policy including abuse, neglect, and exploitation (ANE) reports, hospitalizations, police involvement, deaths of persons served, and others as defined by SRS.
- ◆ The CSP must ensure coordination exists for transportation. The CSP is not bound to provide the transportation, but rather to assure that affordable transportation is made available to the person served.
- ◆
- ◆ Consumers will be asked what services they need to be more independent and what supports they need at home and on the job to be employed.

### **Targeted Case Management (TCM)**

- ◆ The CSP will bill for services within 30 days of the service being provided. The CSP is responsible for costs that are not reimbursed due to inadequate billing.
- ◆ Develop and maintain a current person centered plan for each individual that expresses the individual's needs, desires, values and preferences.
- ◆ Ensure that BASIS assessment is completed within required time frames.
- ◆ Provide updated BASIS information and services sections as required throughout the year and verify accuracy at a minimum of once per month
- ◆ Complete a Plan of Care for each HCBS waiver recipient at least annually and update as needed throughout the year.
- ◆ Fund the cost of services other than TCM when the Targeted Case Manager's failure to perform her/his duties causes an inability to bill Medicaid or otherwise hampers allocation or receipt of service funding. An appropriate bond or insurance may be required for TCM CSPs experiencing difficulty in this area.
- ◆ The TCM CSP will comply with all Medicaid requirements regarding billing (i.e. billing individuals for service when not Medicaid eligible).
- ◆ CSP and case managers will comply with state licensing requirements.
- ◆ Each Targeted Case Manager employed by the CSP will abide by the TCM Rules of Conduct.
- ◆ Each CSP will report critical incidents to CDDO QA staff per CDDO policy including abuse, neglect, and exploitation (ANE) reports, hospitalizations, police involvement, deaths of persons served, and others as defined by SRS.
- ◆ Each CSP will comply with continuing education requirements established by the state and/or CDDO.
- ◆ Each CSP will provide the CDDO case management coordinator with monthly schedules of person-centered support planning meetings.
- ◆ The CSP will comply with the Quality Assurance Committee format as established by the CDDO.
- ◆ The CSP will develop access to a Behavior Management Committee review process for all individuals on their caseload for whom such review is necessary.
- ◆ The CSP will make legitimate funding and waiting list requests to the CDDO on behalf of individuals served immediately following identification of need and follow up appropriately.
- ◆ The TCM CSP will complete background checks for all employees (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) and driving record checks for all employees who transport clients.
- ◆ The CSP must maintain documentation as required for billing purposes.
- ◆ The CSP will implement a coverage plan to assure that TCM services are accessible at all times.
- ◆ The CSP must ensure all persons receiving services and supports through funds described in this agreement are residents of Kansas.
- ◆ The CSP will ensure that providers of day, residential and in-home supports have access to all necessary information that pertains to the CSP's client to ensure timely and appropriate services.

- ◆ Agencies employing TCMs will permanently adopt a focus on competitive, integrated employment as the first option for all consumers.
- ◆ The primary focus on employment will be incorporated into daily business practices and ongoing personnel development for all case managers.
- ◆ TCMs will incorporate in the person centered planning process for each consumer an employment focus when the plan is first created and each time it is reviewed.
- ◆ Information about employment options will be provided to all consumers without regard to the significance of their disabilities at the time of the person centered planning process and all subsequent reviews.
- ◆ Individualized planning meetings will be conducted by staff to successfully place individuals in integrated, competitive employment. The individualized plan will outline steps to overcome barriers to employment, if they exist.
- ◆ Other service options may be considered when certain circumstances exist (e.g., the person makes an informed choice not to take part in community employment after receiving sufficient information and having sufficient community experience, or barriers exist to the person participating in community employment and all documented efforts cannot eliminate those barriers). If any option other than community employment is pursued, the process taken to obtain informed choice must be documented in the PCSP.

**Environmental Modification CSPs**

- ◆ The CSP will complete background checks (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) for employees and subcontractors who work independently in homes of individuals receiving services.
- ◆ The CSP will complete quality work which meets specifications of the bid process.
- ◆ If home modifications involve bathroom remodeling, water temperature control devices must be installed to prevent temperature from exceeding 120 degrees Fahrenheit with the approval of the individual and the homeowner.
- ◆ The CSP agrees not to begin work until notice is received from the CDDO that prior authorization of funding has occurred.
- ◆ The CSP will maintain documentation as required for billing purposes.
- ◆ The CSP will not bill for services until the project has been completed and approved by the CDDO or designee.

**Self-directed in home support providers (Billing Agents, Fiscal Management Service (FMS), Personal Assistant Service, Overnight Respite, Sleep Cycle Support, Specialized Medical)**

- ◆ In order to provide FMS services, the CSP must have an approved SRS Provider Agreement.
- ◆ The CSP will assure background checks (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) have been completed on all individuals providing direct services and driving record checks for all individuals compensated to transport clients.
- ◆ State of Kansas: (K.A.R. 30-63-10) the CSP will assure all individuals providing direct services have a minimum of 15 hours of training or have an alternate training plan on file with the CSP.
- ◆ The CSP will bill for services at least monthly. The CSP is responsible for costs that are not reimbursed due to inadequate billing.
- ◆ The CSP will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- ◆ The CSP will maintain documentation as required for billing purposes.

***Agency-directed in-home support providers (Supportive Home Care, Overnight Respite, Sleep Cycle Support, Specialized Medical Services)***

- ◆ The CSP will be considered the employer of record.
- ◆ The CSP will provide services as outlined on the MR-10 Supportive Home Care schedule which includes providing a back-up plan as needed.
- ◆ The CSP will assure background checks (APS, CPS, KDHE – Abuse, Neglect and Exploitation, and KBI) have been completed on all individuals providing direct services and driving record checks for all individuals compensated to transport clients.
- ◆ State of Kansas: (K.A.R. 30-63-10) the CSP will assure all individuals providing direct services have a minimum of 15 hours of training or have an alternate training plan on file with the CSP.
- ◆ The CSP will bill for services at least monthly. The CSP is responsible for costs that are not reimbursed due to inadequate billing.

The CSP will maintain documentation as required for billing purposes.

***Child Welfare—Community Based Services providers***

- ◆ The CSP will communicate as needed with the assigned MR/DD targeted case manager.
- ◆ The CSP is responsible for establishing all needed services in the child's placement area including mental health services in cooperation with the assigned MR/DD targeted case manager.
- ◆ The CSP will cooperate with and make information available to the MR/DD targeted case manager to meet all Targeted Case Management requirements outlined in this contract.
- ◆ The CSP will assure that no more than two children supported through this contract or other Medicaid funding, and who are not related by blood or marriage to the surrogate family, can be living in a resource home without specific authorization by CDDO and SRS. Any request for authorization must be made prior to a third child being placed in the home.

## APPENDIX C- SEDGWICK COUNTY DEVELOPMENTAL DISABILITIES FINANCE PLAN

### Plan Participation

Community Service Providers (CSPs) affiliated with SEDGWICK COUNTY DEVELOPMENTAL DISABILITY ORGANIZATION which carry full licenses issued by SRS, are not a licensed home health agency, and are serving more than one individual may request and be authorized to participate in the Sedgwick County Developmental Disabilities Finance Plan. Participation requires that the CSP:

- A. Accept the following rates and funding definitions.
- B. Acknowledge that rates established are separate from funding received from various other sources (i.e.: HCBS/MR waiver, state grant funds, private pay) and are not intended to be direct compensation for services provided. Therefore, Sedgwick County Developmental Disability Organization will not require the CSP to serve persons under subsidized categories who are not funded by the above listed sources unless they are a risk assignment. However, if the service is funded, the CSP will expand service capacity as needed regardless of availability of finance plan funds.
- C. Waive the average of 60 days to place new clients and implement a plan of services immediately if required to ensure the health and safety of the individual as defined in Appendix D.
- D. Acknowledge that payment as specified in this plan is subject to funding availability. Because of the uncertainty of all funding sources, payments through this plan may be modified at any time during the contract term with 30 days advance notice.

#### 1. Subsidized Live-In Support/ Plan to Address Crisis:

This category makes funding available to assure that costs associated with staffing and upkeep of residential service settings are not passed along to those who utilize residential services due to the financial limitations of those individuals. By accepting this funding, the residential service provider agrees that no costs related to staff expenses, shared furnishings and equipment, or routine facility maintenance will be passed along to consumers of services, either directly or indirectly. To qualify for this funding, the service provider must have staff present at the service setting at least 8 hours each day and ensure that all typical repairs and upkeep are provided for at no expense to persons served. Additionally, providers seeking to receive this funding for settings with the intent to support more than eight clients at any one time with a shared staff member must be able to demonstrate how the staffing plan is sufficient to ensure appropriate services for all persons served for a minimum of eight hours each day.

Participating agencies agree to meet all requirements listed in Appendix D - Plan to Address Crises. Agencies will submit a roster of persons served who qualify for Subsidized Live-In Support and the address of their residence along with a staffing pattern demonstrating how the agency will meet the criteria for reimbursement. Additionally, the agency will provide a plan on how the criteria of Appendix D – Plan to Address Crises will be met prior to the renewal of this agreement.

Coverage: Adults

Unit: One-month enrollment requires that residential services have been provided

continuously during the month.

Criteria: Meets MR/DD criteria; meets State grant income eligibility requirements. Participating agencies agree to meet requirements of Appendix D - Plan to Address Crises.

Rate: \$312.00 per month per client.

## 2. Program Funding

Agencies receiving program funding shall submit quarterly reports to the CDDO Assistant Director by the 15<sup>th</sup> of December 2011, March 2012, June 2012 and September 2012. Each report will include:

- The number of individuals served in the reporting period;
- The percent of total funding for the program these funds account for; and
- Program outcomes

### A. Group Respite:

(1) Support and supervision while the non-compensated primary care giver is not providing care for the individual with disabilities. (2) Activity provided when usual daytime services are suspended due to holidays or when school is not in session; (3) staff coverage during daytime hours when consumers are on earned vacation (applies only to supervised living).

Coverage: Children and adults.

Unit: Program Grant

Criteria: Meet MR/DD criteria; meet state grant income eligibility requirements.

Rate: The ARC of Sedgwick County: \$17,680 annually; Rainbows United: \$26,312 annually.

### B. Socialization:

Client specific activities which enhance the development of social and community living skills through regular events patterned on educational and/or recreational models.

Coverage: Children and Adults

Unit: Program Grant

Criteria: Meets MR/DD criteria. Participant slots for planned events to be made available to interested persons on first-come, first-served basis.

Rate: The ARC: \$73,944 annually.

### C. Connecting Point Information and Referral (0-5 years):

(1) Central entry point for families and professionals who are seeking information about services for young children (0-5 years) with special needs; (2) coordination of twice monthly screening clinics.

Coverage: Children

Unit: Program Grant

Criteria: None.

Rate: Rainbows United: \$39,000 annually.

**D. Home-Based Therapy and Parent Training Services (0-3 years):**

Delivery of services to a child in a home setting; services are provided by qualified professionals guided by a plan designed to meet the developmental needs of each child with delays or disabilities and the needs of individuals within the child and family's natural environment.

Coverage: Children

Unit: Program Grant

Criteria: Meets Part C criteria.

Rate: Rainbows United: \$162,240 annually.

**E. Early Intervention (0-3 years):**

(1) Design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes, social interaction, adaptive/self-help, speech and language, vision, hearing, and motor skills; (2) curriculum planning; (3) providing families with information, skill training, and support to work with children to enhance development.

Coverage: Children

Unit: Program Grant

Criteria: Meets Part C criteria.

Rate: Rainbows United: \$245,440 annually.

**F. Therapeutic Child Care (0-5 years):**

Specialized childcare provided for children with disabilities who are in need of full-day services. Trained CSPs emphasize child's individualized plan in a child-centered environment geared to meet the complex needs of children with disabilities, utilizing adaptive equipment and medical and other specialized supports as necessary.

Coverage: Children

Unit: Program Grant

Criteria: Meets Part C or Part B criteria.

Rate: Rainbows United: \$67,600 annually.

**DEVELOPMENTAL DISABILITY SERVICE AGREEMENT  
APPENDIX D - PLAN TO ADDRESS CRISES**

Persons covered under the Sedgwick County Plan to Address Crisis must be MR/DD eligible as determined by Sedgwick County Developmental Disability Organization. Persons covered under this plan must have an emergency need as determined by a needs assessment tool and procedure mutually agreed upon by Sedgwick County Community Developmental Disability Organization (CDDO) and Community Service Providers (CSPs). Persons covered by this agreement must be determined to be in Crisis through the CDDO Funding Committee.

Persons in need of emergency services may not have choice of service CSP. The CSP will provide services immediately to address the crisis situation and will contact the CDDO if services cannot be provided within one week of receiving the referral. The CSP will then continue services to the persons until such time funding for all services provided becomes available, through the end of the contract period or until the person is allocated funding and chooses to seek services through another provider

Distribution of risk-related services is based on the amount of funding provided to CSPs in the Sedgwick County Finance Plan. The CDDO will attempt to distribute referrals for crisis services across eligible providers to diminish the relative liability of any one CSP at any point in time. CSPs will not be asked to serve any more individuals without funding than the numbers listed below at any one time, but may be assigned new individuals at any time when the number of referrals being served without funding is less than the limits identified.

The following CSPs will provide Adult Day and Residential Services up to the following amounts at any given point in time:

Starkey	7 persons
KETCH	4 persons
Res-Care Kansas Inc., Life Choices	4 persons
Arrowhead West	1 person
House of Hope	1 person

When more than one CSP is involved in the provision of care for one individual approved by the CDDO for Plan to Address Crisis services and/or funding, participants agree to hold an interagency meeting among the CSPs involved in order to clarify expectations, strategies and time lines.

The need for all services and/or funding shall be reviewed by case managers for the persons served as requested by the Funding Committee. The review will determine the possible impact of removal of all or part of the crisis services and/or funding. Based on this, funding will be continued, terminated, or reduced. No service will be increased without a complete and new crisis request.

2. New persons, including those selecting a new CSP through a provider change, must be served within an average of sixty (60) days from when CSP is notified it has been selected to provide services. Individuals who are referred to CSP to access services made necessary by an identified crisis or per the CDDO's risk referral process are not subject to the 60-day average and should be provided the best available service option immediately to insure the individual's safety. The CSP will report to CDDO any crisis or risk placement that cannot be initiated within one week following referral for services so that other necessary courses of action can be explored.
  
3. Service Reduction:
  - a. If the CDDO projects that it will be over its allocated funding amounts, it can take measures necessary to reduce services including, but not limited to, across-the-board cuts so that it will remain within its allocated funds. All changes in funding will be developed by the CDDO, with input from the Council of Community Members and representatives of CSPs.
  
  - b. Should the CSP determine services funded pursuant to allocations in this agreement exceed the amount the person needs, the CSP should reduce the person's services either voluntarily or involuntarily. However, the CSP cannot reduce services involuntarily until the CSP:
    - i. Has cooperated with the CDDO to establish procedures to determine when it is appropriate to reduce services to a person and then implements those procedures;
    - ii. Uses the Person Centered Planning pursuant to K.A.R. 30-63-21 to determine if reduced services will meet the person's needs;
    - iii. Identifies specifically how much service the person needs;
    - iv. Provides its determination in writing to the person or, if the person has a guardian, the person's guardian, at least 15 days before the reduction occurs; and
    - v. Informs the person of the opportunity to have the determination reviewed through the dispute resolution process including final review by the Office of Administrative Hearings, Department of Administration. A request for dispute resolution must be filed within thirty (30) calendar days from the notice of the final determination of the reduction of services. No reduction of services will occur until the dispute resolution process and administrative hearings process have been completed.

#### 4. Service Termination

The CSP must notify the CDDO, the person served, the person's guardian, if one has been appointed, and a family member, if appropriate, at least 30 calendar days prior to the CSP permanently discharging a person receiving services funded through this agreement. A person cannot be terminated from services unless at least one of the following occurs:

- a. The Secretary of SRS determines a person to be inappropriate for community services based on a finding that the person presents a clear and present danger to self or others in the community;
- b. A person who has available private funding fails to abide by a written service agreement with the CSP which specifies payment of any amount with private funding;
- c. A person refuses to apply for Medicaid benefits;
- d. All funding for the person allocated in this agreement is discontinued; or
- e. The person voluntarily withdraws from services.

#### 5. Reduction in Services to be Provided

The CSP must reach agreement with CDDO a minimum of 90 days prior to