4305-11

DEVELOPMENTAL DISABILITY AFFILIATION AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
HELPERS, INC.

This Agreement made and entered into this 4 day of October, 2017, by and between Sedgwick County, Kansas ("County"), acting as the State of Kansas appointed Community Developmental Disability Organization and Helpers, Inc. ("Community Service Provider" or "CSP" or "Contractor").

WITNESSETH:

WHEREAS, County, by and through its Developmental Disability Organization ("SCDDO") assists in the coordination of services and support for individuals with intellectual and developmental disabilities; and

WHEREAS, in so assisting, County, by and through SCDDO, maintains a network of agency and individual affiliate providers; and

WHEREAS, the CSP desires to become part of SCDDO's network of agency and individual affiliate providers.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Scope and Purpose of Agreement**. The sole purpose of this Agreement is to set forth the respective obligations of SCDDO and the CSP with regard to the specific services to be provided by the CSP, and the use of funds that are accessible to the CSP as reimbursement for said services. Pursuant to K.S.A. 39-1809, nothing in this Agreement assures the CSP of individual contracts for services, nor does it constitute or create an entitlement to such services. Rather, this Agreement establishes SCDDO as the single point of application or referral for services for individuals with intellectual and developmental disabilities in Sedgwick County. This Agreement also contains details regarding other functions, including but not limited to the role of the County in reviewing Contractor's work for quality assurance purposes.

2. **Term**. The initial term of this Agreement shall be for one (1) year, commencing September 1, 2017, and ending August 31, 2018. This Agreement may continue for a reasonable time after August 31, 2018, if both parties agree to continue operating under the terms of this Agreement while they are actively negotiating a new agreement.

3. **Incorporation of Documents**. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Service Expectations), Appendix C (Community Service Capacity Assurance and Crisis Plan), Appendix D (Technology Requirements) and Appendix E (Rates for State Aid Services) are attached hereto and are made a part hereof as if fully set forth herein.

4. Authorized Services. SCDDO hereby agrees the Community Service Provider is authorized to provide and request reimbursement directly from SCDDO, the Managed Care Organization ("MCO") or the Medicaid intermediary for the following program services:

SELF DIRECTED SERVICES:

Financial Management Service, Overnight Respite, Personal Care Services and Enhanced Care Services

ADDITIONAL TERMS AND CONDITIONS

SECTION 1: PERSONNEL

1.1 Pursuant to KDADS requirements, Contractor certifies that it will perform, maintain and keep current background and driving record checks for all of its employees, and subcontractors.

1.2 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 the CSP would have no other reasonable way of knowing of these acts.

1.3 Persons convicted of any offense listed on the List of Prohibited Offenses for HCBS Providers, attached and incorporated herein as Appendix F, or any comparable offense under the laws of a different state or federal laws at the time of the execution of this Agreement or during the pendency of this Agreement, 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:

a. Administer or handle the funds conveyed under this Agreement; or

b. Provide services or interact in any way with persons served pursuant to this Agreement.

1.4 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 Agreement, or during the pendency of this Agreement, shall not be permitted to operate a vehicle in which a person served pursuant to this Agreement 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.

1.5 Exceptions to the restrictions indicated within Sections 1.3 and 1.4 may be considered on a case-by-case basis and must be preapproved by the SCDDO Director; however, pursuant to K.A.R. 30-63-28, no exceptions can be made for individuals with convictions listed within Appendix F, or individuals with a prior employment history of abuse, neglect or exploitation of children or vulnerable adults.

1.6 In addition to required background checks at the time of hire, Contractor will maintain appropriate written policies and/or procedures regarding background checks for its employees, subcontractors and/or any individual under its control who is providing services under this Agreement. Such policies and procedures should include, but are not limited to the process used to conduct the

required background checks, to include when and how background checks are conducted and the process for review and determination of eligibility for employment. Contractor's policy must specify how it will continue to ensure that its employees, subcontractors and/or other individuals under its control remain compliant with the background checks required under this Agreement and KDADS policy. Contractor shall provide SCDDO with copies of its policies and procedures related to staff background checks and ongoing compliance upon the signing of this Agreement, and at any other time, upon request.

1.7 Any question concerning the interpretation of this Section 1 and/or its application to a CSP or an individual shall be referred to the SCDDO Director. The Director's decision may be appealed per SCDDO policy; however, individuals who are the subject of the appeal may not perform job duties as outlined in this Section until the appeal process has been concluded.

1.8 It is understood that this Agreement may be revoked at the discretion of the County, without penalty, if the Contractor is in violation of this Section 1.

SECTION 2: COMPLIANCE WITH APPLICABLE LAWS, SERVICES STANDARDS AND PROCEDURES

2.1 The CSP will comply with the following sections of the Kansas Statutes Annotated: 65-4411 et seq., 19-4001 et seq., 39-1801 et seq., and K.A.R. 30-64-01 et seq. All services provided pursuant to this Agreement that require licensure must conform to the requirements set forth in K.A.R. 30-63-01 et seq., and any other applicable licensing regulation, statute or law. The CSP must comply with all official policies and procedures of SCDDO, the KanCare MCOs and KDADS.

2.2 The CSP must cooperate with all SCDDO 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 data collection system.

The CSP must take appropriate action to assist SCDDO in complying with the performance outcome measures identified in the current KDADS/SCDDO annual contract.

2.3 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.

SECTION 3: RECORDS, REPORTS AND INSPECTIONS

3.1 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 Agreement shall be clearly identified and available upon request to both parties to this Agreement.

3.2 During the term of this Agreement, 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 Agreement. If the CSP fails to furnish such information, County will

withhold payments to the CSP until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this Agreement.

3.2.1 The CSP must supply accurate information on any and all complaints made by or against the CSP, including those resolved or offered to be resolved via the CSP's internal dispute resolution process. For purposes of this Agreement, a complaint is any item taken through the dispute resolution process, grievance or an appealable action. Information concerning complaints shall be furnished by the CSP at least quarterly, and at any other frequency upon County's request.

3.2.2 The CSP must supply accurate special reports or information to SCDDO or KDADS or its designees within reasonable requested time frames. Many requests for information are regularly made as a result of regulatory or legislative demands placed on KDADS and SCDDO. As such, requests will be identified as to source of request and/or informational need.

3.2.3 In accordance with 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, SCDDO, KDADS, the Kansas Department for Children and Families, Adult or Child Protective Services and law enforcement. The CSP must also notify the person's legal guardian, if one has been appointed, unless such notification is likely to cause harm to the person served. Any notification that occurs more than one (1) business day after the incident is identified by the CSP will be considered out of compliance with this requirement and will be deemed a breach of this Agreement.

3.2.4 CSP must notify SCDDO if the outcome of any licensing review affects its licensing status; and, if requested, the CSP must inform individuals receiving services, their families and legal guardians of the change to 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.

3.3 Any CSP which receives $500,000 or more through this Agreement or combination of agreements with Sedgwick County, except for those that are deemed licensed FMS providers, must annually submit an independent auditor's report. Licensed FMS providers are required to submit financial audits in a manner consistent with the State of Kansas requirements. CSPs receiving less than $500,000 annually are required to submit: a Statement of Financial Position (Balance Sheet), Statement of Activities (Profit & Loss Statement) and a Statement of Cash Flows. Audits and/or financial statements must be submitted no later than nine (9) months following its respective fiscal year end. The independent auditor must:

a. 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 for-profit entities, KDADS will designate the applicable non-allowable cost criteria from OMB Circulars A-87, A-102, A-110 and A-122

b. Monitor the requirements listed above and complete the audit within nine (9) months from the close of the CSP's fiscal year. The audit must include any management letters provided by the independent auditor. SCDDO will not release

management letters to the public, subject to County's compliance with the Kansas Open Records Act, K.S.A. 45-215 et seq.

c. Mail or e-mail one (1) copy of the independent audit to SCDDO and one (1) copy to each of the KDADS offices listed below:

Sedgwick County Developmental Disability Organization
615 N. Main
Wichita, KS 67203
E-mail: Jeannette.Livingston@sedgwick.gov

KDADS Audit Services
Financial Audit Unit
New England Building
503 S. Kansas Ave.
Topeka, KS 66603-3404

KDADS Adm. Program Support
New England Building
503 S. Kansas Ave.
Topeka, KS 66603-3404

SECTION 4: MINIMUM TECHNOLOGY REQUIREMENTS

4.1 SCDDO uses Relias Learning's on-line training system to deliver training to CSPs to enhance the quality of services delivered to persons served, and to ensure timely communication regarding changes in organizational policies and practices. The CSP shall use a reasonably current operating system and web browser that meets W3C standards and the standards set forth in Appendix D, attached hereto and incorporated as if fully set forth herein.

SECTION 5: FINANCIAL CONSIDERATIONS

5.1 In the event aggregate funding provided to SCDDO from county, state and/or federal sources is reduced or in any way becomes insufficient to fund this Agreement, the obligations of both SCDDO and the CSP must thereupon be: (1) reduced on a pro rata basis, or (2) 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.

5.2 Upon discovery thereof, the CSP, or its employees, subcontractors or authorized agents will report to SCDDO any suspected or identified abuse, fraud or waste related to funds as identified in this Agreement. For the CSP's convenience, SCDDO provides access to "Our Workplace" to report such suspected abuse, fraud or waste. Our Workplace may be accessed via the internet at www.OurWorkplace.com (ID SCDDO615), or via phone at (316) 660-1115. The CSP agrees to post printed information on Our Workplace in an area accessible by its employees. The CSP also agrees to ensure that its employees are educated on abuse, fraud and waste and have a means to report suspected incidents thereof. Training on abuse, fraud and waste is available through Relias.

SECTION 6: REIMBURSEMENT

SCDDO provides reimbursement through a variety of sources, as set forth below. The CSP must provide to County the documentation required pursuant to the payment guidelines prior to any disbursements being made.

6.1 **HCBS-IDD Program and Targeted Case Management (TCM) Services**. HCBS-IDD Program Service funding units are those which are approved through the prior authorization process pursuant to the integrated services plan (ISP) managed by KDADS and contracted MCO.

Reimbursement through the HCBS-IDD Program Services can be accessed only when the CSP has a current signed affiliation agreement with SCDDO for the requested services, and KDADS and the client's MCO has granted prior authorization pursuant to the ISP.

TCM services are reimbursable directly through Medicaid only when the appropriate MCO contract and authorization is in place.

The CSP must bill the appropriate MCO or fiscal intermediary for all reimbursable services. The CSP must provide SCDDO with information pertaining to Medicaid billing when requested.

6.2 **State Aid Funding.** State Aid funds are distributed to SCDDO pursuant to K.S.A. 65-4411 et seq. and K.A.R. 30-22-31 et seq. State Aid funds are allocated at the discretion of SCDDO and may be used for KDADS-approved priority services as defined by KDADS service taxonomy. SCDDO may include additional services to be funded with State Aid only in the event that underutilized funds are available. State Aid funds are not portable to areas outside of Sedgwick County. The CSP will invoice SCDDO per policy.

6.3 **Recoupment.** SCDDO may recoup State Aid funds from the CSP if said funds were not used or if services were not provided as originally invoiced. SCDDO may recoup funds in one of two ways: (1) by remittance of a check by the CSP (made payable to SCDDO), or (2) by reduction of funds due to the CSP from SCDDO. Option 2 may only be used upon mutual agreement of the parties. SCDDO shall provide written notice to the CSP of the proposed recoupment, which notice shall include the factual basis and available appeal rights.

6.4 County mill levy funds are distributed at the discretion of SCDDO as described in Appendix C (Community Service Capacity Assurance and Crisis Plan). These funds are not portable to areas outside of Sedgwick County.

6.5 SCDDO may issue Requests for Proposals (RFPs), which are designated for programs and services.

6.6 The CSP understands and agrees that it is subject to a financial penalty if the data provided by the CSP results in an inaccurate or incomplete functional assessment and a recoupment is levied by KDADS against SCDDO. The financial penalty shall be equal to the amount of the recoupment levied against SCDDO if the CSPs data was the only reason for the inaccurate/incomplete finding; the penalty amount shall be prorated if the CSPs data was not the only reason for the finding. SCDDO will not penalize the CSP if the reason for the recoupment results from an error on the part of SCDDO.

SECTION 7: ENFORCEMENT AND DISPUTE RESOLUTION

7.1 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 or instances of non-compliance. The CSP shall have thirty (30) days (or less time if the health and safety of persons served may warrant) to either (1) resolve the deficiencies and/or instances of non-compliance, or (2) present SCDDO with a corrective plan of action. Should the CSP fail to take either of these corrective actions, SCDDO may take any or all of the following actions:

a. Place the CSP on probationary status for a specified amount of time during which it is expected the Contractor will take immediate action to correct the deficiencies. During the probationary period the Contractor may not accept new referrals;

b. Impose penalties in an amount not to exceed $125.00 per day for each violation from the specified date forward until the CSP comes into compliance;

c. Suspend all or part of the payments provided for in the SCDDO-CSP affiliation agreement;

d. Implement any action allowed by the current SCDDO-CSP affiliation agreement; or

e. Terminate the SCDDO-CSP affiliation agreement.

7.2 Preferred resolution of disputes will take place informally between the parties involved. In the event such informal resolution is not successful, the CSP, SCDDO, or KDADS 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.

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

7.4 Any CSP that loses its license to provide services will no longer be provided funds pursuant to this Agreement and must further cooperate with SCDDO in assisting the transition of persons to alternative service CSPs until all service needs are met.

SECTION 8: MISCELLANEOUS

8.1 **Contractual 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 goods and 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, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

8.2 **Authority to Contract.** 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 Agreement, 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.

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

County: Sedgwick County Development Disability Organization
Attn: Director
615 N. Main Street
Wichita, Kansas 67203

and

Sedgwick County Counselor=s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: Helpers, Inc.
Stacy Jones
15540 South Pflumm Road
Olathe, KS 66062

8.4 **Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8.5 **Hold Harmless**. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

8.6 **Liability Insurance**. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 $500,000.00 $500,000.00
Property Damage: Each occurrence Aggregate	 $500,000.00 $500,000.00
Personal Injury: Each person aggregate General aggregate	 $500,000.00 $500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 $500,000.00 $500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of B+ and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the

above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

8.7 **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

8.8 **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

8.9 **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

8.10 **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

8.11 **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

8.12 **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

8.13 **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

8.14 **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

a. Applicable federal and statute statutes and/or regulations
b. HCBS-IDD waiver rules and regulations
c. KDADS policies and procedures
d. Sedgwick County Contractual Provisions Attachment
e. Written modifications and addenda to the executed Agreement
f. This Agreement document

8.15 **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to

the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

8.16 **Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

8.17 **Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of seven (7) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds seven (7).

8.18 **Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

8.19 **Licenses and Permits**. Contractor shall maintain all licenses, permits, certifications, bonds and insurance required by federal, state or local law with regard to this Agreement. Contractor shall notify County immediately if any license, permit, bond or insurance is canceled, suspended or otherwise becomes ineffective. Such cancellation, suspension or other ineffectiveness may be grounds for immediate termination by County.

8.20 **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. For all new contracts, the statement of tax clearance must be provided before contract initiation and cover a sufficient range of time as to cover the beginning date of the contract term. Tax Clearance Certificates can be obtained online at: https://www.kdor.org/TaxClearance/Self/Start.aspx

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

David M. Unruh, Chairman
Commissioner, First District

Helpers, Inc.

Stacy Jones

APPROVED AS TO FORM ONLY:

Justin M. Waggoner
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

CLERK OF SEDGWICK CO. SEDGWICK COUNTY KANSAS KANSAS

APPENDIX A
SEDGWICK COUNTY MANDATORY 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 the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the 4 day of October, 2017.

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 Agreement in which this attachment is incorporated.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract**: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

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

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

9. **Insurance**: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County 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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest**. Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality**. Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **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 all 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.

13. **Anti-Discrimination Clause.** 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 and 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 Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

    Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the County cumulatively total $5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** 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 System for Award Management (SAM) 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 excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. 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 the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

APPENDIX B
SERVICE EXPECTATIONS

I. CONTINUITY OF SERVICE

Unless limitations in program capacity have previously been reported to the SCDDO Director in writing and an exception to service access has been approved by SCDDO, CSPs must serve persons for whom funding is available who have chosen the CSP for services, consistent with the nondiscrimination requirements in K.A.R. 30-64-25. The CSP must offer and/or provide services consistent with the following requirements:

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

B. New persons, including those selecting a new CSP through a provider change, must be served within an average of sixty (60) days from when the CSP is notified it has been selected to provide services. Individuals who are referred to the CSP to access services made necessary by an identified crisis or per SCDDO's Community Crisis Plan are not subject to the 60-day average and should be immediately provided the best available service option to insure his or her safety. The CSP will report to SCDDO any crisis placement that cannot be initiated within one week following referral for services so that other necessary courses of action can be explored.

The CSP must provide continuity of service for persons who choose to continue services and who move from one CDDO to another, or from one CSP to another. 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.

C. **Service Reduction.** The CSP must reach an agreement with SCDDO a minimum of ninety (90) days prior to 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.

1. 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:

   a. Has cooperated with SCDDO to establish procedures to determine when it is appropriate to reduce services to a person and then implements those procedures;

   b. Uses the Person Centered Planning pursuant to K.A.R. 30-63-21 to determine if reduced services will meet the person's needs;

   c. Identifies specifically how much service the person needs;

d. Provides its determination in writing to the person or, if the person has a guardian, the person's guardian, at least fifteen (15) days before the reduction occurs; and

e. Informs the person of the opportunity to have the determination reviewed through the dispute resolution process, including a 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.

D. **Service Termination**. The CSP can initiate service termination consistent with SCDDO policy but must notify SCDDO, the person served, the person's guardian (if one has been appointed) and a family member, if appropriate, at least thirty (30) calendar days prior to the CSP permanently discharging a person receiving services funded through this Agreement. Notification shall be timed to avoid any potential gap in services (e.g. if service start is limited to the first of the month, termination date shall coincide with this timeframe). A person cannot be terminated from services until and unless at least one of the following occurs:

1. Inappropriate Community Placement: The Secretary of KDADS has determined participation in community services is not appropriate because the individual is presently likely to cause harm to self or others;

2. Failure to pay or meet monthly IDD Program Services client obligation;

3. Failure to pay or meet financial agreements with chosen CSP;

4. Failure to Maintain Contact: Individuals who cannot be contacted despite reasonable attempts, such as failure to respond to a registered letter, made by the CSP or SCDDO;

5. All funding for the person allocated in this agreement is discontinued;

6. The person voluntarily withdraws from services.

E. **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.** Within 120 days of the date the person becomes known to the CSP, the CSP must develop support plans and funding requests. KDADS will evaluate the support plans and funding requests, discuss them with SCDDO and the CSP, and finalize those support plans and funding requests that are agreeable to KDADS, SCDDO and the CSP. Once 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.

F. **Outreach and Transition Planning.** The CSP must cooperate with and assist SCDDO with outreach and transition planning procedures which identify, through the data

collection system, the number of new persons who are likely to need services and what services they may likely need in the future. 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.

II. QUALITY ASSURANCE AND QUALITY ENHANCEMENT.

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

The CSP will register with KDADS' Adverse Incident Reporting (AIR) system. Per SCDDO policy, each CSP will report critical incidents to SCDDO QA staff. Critical incidents include, but are not limited to abuse, neglect, exploitation (ANE) reports, hospitalizations, police involvement, deaths of persons served, and any other incident defined by KDADS as critical.

The CSP will comply with the Quality Assurance Committee expectations, as established by SCDDO policy.

Each CSP will develop and submit a continuity of operations plan, which will include a list of emergency contacts.

III. PARTICIPANT INPUT

Contractors providing licensed services shall provide persons receiving such services funded pursuant to this Agreement 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.

A. State Aid Taxonomy.

State Aid funds will be distributed at the discretion of SCDDO and may be used for KDADS approved priority services as defined by KDADS service taxonomy. SCDDO may use State Aid to fund identified community needs through programs such as family support, incidental consumer supports, one time funds and flex funds. State Aid funds are not portable to areas outside of Sedgwick County.

IV. IDD CONSUMER SERVICES

Each CSP, all TCM's, TCM supervisors, and CSP direct service supervisors shall have a user profile to access Relias Learning. CSP direct service professionals and other staff as identified by SCDDO may have access to Relias Learning. All users of the on-line learning system must complete training as assigned.

CSPs hereby understands and agrees that no services can be provided or admission initiated until the individual has received options counseling through SCDDO.

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

A. Residential Services.

1. The CSP must ensure coordination exists for transportation. The CSP is not obligated to provide the transportation, but rather must insure that affordable transportation is made available to the person served.

2. The CSP must maintain water temperature control in all locations where services are provided. Such controls will regulate water temperatures from exceeding 120 degrees Fahrenheit so that persons do not receive burns or burn-related injuries. Any necessary equipment must be in operation prior to services being provided in any location. The type of control used will be determined by the assessment conducted as part of the person-centered planning process as described in K.A.R. 30-63-21.

3. At 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 will be developed annually and maintained by the CSP. CSPs will have written policies and/or procedures to ensure compliance.

4. CSP must have a written and signed lease agreement with the person served for CSP owned or leased residential sites. The lease agreement must specify the financial obligations including but not limited to room and board, transportation (if applicable) and eviction processes. If a person served violates the terms of the lease and the lease is terminated, any such termination does not release the CSP from the obligation to provide residential support services.

5. Rent or room and board costs for housing which is owned or leased by the CSP must not exceed fair market rates consistent with guidelines used by the Sedgwick County Housing Department. Persons may not reside in property owned by any employee of the CSP without prior written consent of SCDDO.

6. CSPs providing residential services utilizing the shared living model are authorized to utilize independent contractors for direct support services consistent with the rules and regulations issued by KDADS. These independent contractors shall be subject to the same quality assurance requirements as other residential service sites.

B. Day Services.

1. The CSP must ensure coordination exists for transportation. The CSP is not obligated to provide the transportation, but must insure that affordable transportation is made available to the person served.

2. The CSP must maintain U.S. Department of Labor certificate authorizing special minimum wage rates and maintain compliance with the Workforce Innovation and Opportunities Act, if applicable.

3. Day programming should have age appropriate, meaningful activities, including, but not limited to community integration activities.

C. Targeted Case Management (TCM).

1. The CSP will coordinate care with representatives of the KanCare MCOs, including joint participation in the development and review of integrated service plans.

2. The CSP will provide updated functional assessment and services information as required throughout the year.

3. Each Targeted Case Manager employed by the CSP will abide by the TCM Rules of Conduct.

4. Each CSP will ensure that case managers complete training standards and comply with requirements established by the state and/or SCDDO.

5. Effective September 1, 2016, all staff newly employed as a targeted case manager shall complete the basic TCM training curriculum in the SCDDO online training program. Training shall be completed no later than six (6) months after date of employment. For staff previously employed as a TCM, new employer shall verify transfer of records within thirty (30) days of employment. Individuals employed as a TCM prior to September 1, 2016, may complete the training as required by their employer but are not required to under this Agreement.

6. TCMs may not provide any direct service for any CSP and must attest annually to the SCDDO that they are incompliance with this requirement.

7. The CSP will coordinate the Behavior Management Committee review process for all individuals on their caseload for whom such review is necessary.

8. In the continuity of operation plan, the CSP will ensure that TCM services are accessible at all times.

9. The CSP will communicate, cooperate and make information available to the assigned child welfare provider as requested.

10. The CSP must ensure all persons receiving services and supports through funds described in this Agreement are residents of Kansas.

11. All person-centered support plans (PCSP) will incorporate an employment first focus without regard to the significance of their disabilities. 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.

D. Assistive Services and/or Home Modification Services.

1. The CSP will complete quality work which meets specifications of the bid process.

2. The CSP agrees not to begin work until notice is received from SCDDO that prior authorization of funding has occurred.

3. The CSP will not bill for services until the project has been completed and approved by SCDDO or designee.

E. Self-directed in home support providers (Financial Management Service (FMS), Personal Assistant Service, Overnight Respite, Enhanced Care Service, Specialized Medical).

1. To provide FMS services, the CSP must have an approved KDADS Provider Agreement.

2. Services shall be provided consistent with the KDADS agreement, the FMS manual and this Agreement. Where conflicts or differences exist between the documents, the CSP shall notify SCDDO to determine appropriate action.

F. Agency-directed in-home support providers (Supportive Home Care, Overnight Respite, Enhanced Care Service, and Specialized Medical Services).

1. The CSP will be considered the employer of record.

APPENDIX C
COMMUNITY SERVICE CAPACITY ASSURANCE AND CRISIS PLAN

V. COMMUNITY SERVICE CAPACITY ASSURANCE PLAN

SCDDO maintains a commitment to supporting the development of a strong community service provider network ensuring the delivery of quality services to individuals with I/DD.

Funding associated with this plan will assure that costs associated with staffing and upkeep of residential services 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 expense, shared furnishings and equipment, or routine facility maintenance will be passed on to consumers of services, either directly or indirectly.

A. To qualify for this funding the service provider must:

1. Provide a plan for how the CSP will comply with the expectations outlined in the Community Crisis Plan.

2. Carry a full license issued by KDADS to provide adult residential and day services and must be serving more than one individual.

3. Not currently be on a License with Requirements with KDADS.

4. Not currently on a corrective action plan with SCDDO for contract violations.

5. Maintain access to services throughout the contract period. Circumstances requiring corrective action by KDADS or SCDDO which limit access to services will result in withholding all or a portion of the base rate until such time as access to services is restored.

6. Have staff present at the service setting at least 8 hours each day and insure that all typical repairs and upkeep are provided for at no expense to persons served.

7. Ensure that all typical repairs and upkeep are provided for at no expense to person served.

8. CSPs supporting more than 8 individuals at any one time with a shared staff member must demonstrate how the staffing plan is sufficient to ensure appropriate services for all persons served for a minimum of 8 hours each day.

9. Regularly participate in scheduled Affiliate Director meetings.

10. Participate in Relias Learning.

B. Rate: $312 per person per month.

C. Method of allocation:

1. Unit: one-month enrollment requires that residential services have been provided continuously during the month.

2. Criteria: Meets I/DD eligibility criteria.

3. Participating agencies will submit a roster of persons served who meet established criteria. The roster will include the name of the person served, the address where the individual receives services along with documentation reflecting a staffing pattern demonstrating compliance with the criteria for reimbursement.

VI. COMMUNITY CRISIS PLAN

Persons covered under the SCDDO plan to address crisis must be I/DD eligible and have an emergency need as determined by the SCDDO Funding Committee.

Persons in need of emergency services may not have choice of service CSP. Individuals who are referred to CSP to access services made necessary by an identified crisis or per the SCDDO's Community Crisis Plan 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 SCDDO any crisis placement that cannot be initiated within seven (7) calendar days following referral for services so that other necessary courses of action can be explored. The CSP will the 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.

SCDDO 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; however, referrals will be made to the CSP who can best meet the identified needs of the individual as determined by the members of the SCDDO Funding Committee. 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. SCDDO intends to maintain community capacity to serve no less than 35 individuals in crisis a year.

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	5 persons
Res-Care Kansas Inc., Life Choices	4 persons
Arrowhead West	2 person

When more than one CSP is involved in the provision of care for one individual approved by SCDDO for participation in the crisis plan, 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 SCDDO 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 services will be increased without a complete and new crisis request.

A. To qualify for this funding the service provider must:

1. Provide a plan for how the CSP will comply with the expectations outlined in the Community Service Capacity Assurance Plan.

2. Maintain capacity to serve no less than 2 individuals in crisis at any given time.

3. Accept the established rates.

4. Acknowledge that rates established are separate from funding received from various sources (i.e., HCBS-IDD Program, State Aid funds, private pay) and are not intended to be direct compensation for services provided. Therefore, SCDDO will not require the CSP to serve person under subsidized categories who are not funded by the above listed sources unless they are a crisis assignment. However, if the service is funded, the CSP will expand capacity as needed regardless of availability of funds.

5. Waive the average of sixty (60) days to place new clients and implement a plan of services immediately if required to ensure health and safety of the individual as defined below.

6. Acknowledge that payment as specified in this plan is subject to funding eligibility. Because of the uncertainty of funding sources, payments through this plan may be modified at any time during the contract term with thirty (30) days advance notice.

APPENDIX D
TECHNOLOGY REQUIREMENTS

MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS

SCDDO uses Relias Learning's on-line training system to deliver training to CSPs to enhance the quality of services delivered to persons served and ensure timely communication regarding changes in organizational policies and practices. The CSP shall use a reasonably current operating system and web browser following W3C standards.

System Requirements:

- Internet connectivity, broadband recommended
- CPU 1GHz or higher recommended
- 512 MB RAM or higher recommended
- Screen resolution of at least 1024 x 768. Lower resolutions may be used but may require scrolling to view course material.
- If using trusted sites feature in certain browsers, the following may be helpful to add but is not a requirement to use the application (.essentiallearning.com; .essentiallearning.net)
- JavaScript and VB script must be enabled
- Browsers must be Chrome, Firefox or IE10+, and accept cookies from Relias Learning and allow pop-ups.

Security

- No Active X components are required
- Firewalls must allow HTTP traffic on port 80. Some videos require MMS traffic on ports 554 and 1755. By default, these ports are open on most terminals.
- CSP designated staff will receive e-mail directly from SCDDO staff via the Relias Learning application. The outgoing mail will come from noreply@essentiallearning.com. The essentiallearning.com domain will need to be allowed by your mail server and anti-spam software.

Advanced Internet Explorer Options

- If using Internet Explorer 10.0 or above make sure the following options are set if they have been modified (these are all default options in IE10 and many cannot be modified in IE10 and above):
- Disable Script Debugging,
- Enable automatic image resizing, play animations in web pages, sound in web pages, show image downloaded placeholders, show pictures, allow active content to run in files on my computer, and empty temporary internet files folder when browser is closed.

Additional Software

- Adobe's Flash plug-in must be installed for most courses, preferably version 8 or higher. This is not a hard requirement although it is highly recommended.

*Exemptions may be approved for limited license providers. Such requests should be made in writing and sent to the attention of the SCDDO Director for review and approval.

APPENDIX E
RATES FOR STATE AID SERVICES

Service	Cap	Unit Cost
Adult Day	15 minute unit, max 32 units per day, not to exceed 100 units per week	$1.68
Residential	1 unit = 1 day, 365 units per year	$39.84
Financial Management Services	1 unit per month	$118.45
Personal Care Services - Agency Directed	15 minute unit, Cap determined by authorized funding plan	$3.16
Personal Care Services - Self Directed	15 minute unit, Cap determined by authorized funding plan	$2.72
Supported Employment	15 minute unit	$3.16
Targeted Case Management	15 minute unit	$10.83
Incidental Client Services	Unit is the cost of the purchase	$1.00

APPENDIX F

LIST OF PROHIBITED OFFENSES FOR HCBS PROVIDERS

STATUTE NUMBER	PREVIOUS STATUTE NUMBER	PROHIBITED OFFENSE	LEVEL OF CONVICTION PROHIBITED
21-5301	21-3301	Attempt	*See Footnote
21-5302	21-3302	Conspiracy	*See Footnote
21-5401	21-3439	Capital murder	FELONY
21-5402	21-3401	Murder in the first degree	FELONY
21-5403	21-3302	Murder in the second degree	FELONY
21-5404	21-3303	Voluntary manslaughter	FELONY
21-5405	21-3404	Involuntary manslaughter	FELONY
21-5406		Vehicular homicide	MISDEMEANOR
21-5407	21-3406	Assisting suicide	FELONY
21-5408	213420	Kidnapping; aggravated kidnapping	FELONY
21-5409	21-3422	Interference with parental custody; aggravated interference with parental custody	BOTH
21-5410		Interference with custody of a committed person	MISDEMEANOR
21-5411		Criminal Restraint	MISEDEMEANOR
21-5412 b,c,d,e	21-3410 21-3411	Assault; aggravated assault; assault of a law enforcement officer; aggravated assault of a law enforcement officier	BOTH
21-5413	21-3413 21-3414	Battery; aggravated battery; battery against certain persons; aggravated battery against certain persons	BOTH
21-5414	21-3412	Domestic battery	BOTH
21-5415	21-3419	Criminal threat; aggravated criminal threat	FELONY
21-5416		Mistreatment of a confined person	MISDEMEANOR
21-5417	21-3437	Mistreatment of a dependent adult; mistreatment of an elder person	BOTH
21-5418		Hazing	MISDEMEANOR
21-5419		Application of certain crimes to an unborn child	**(see below)
21-5420	21-3426	Robbery; aggravated robbery	FELONY
21-5421	213449	Terrorism	FELONY
21-5422	21-3450	Illegal use of weapons of mass destruction	FELONY
21-5423	21-3451	Furtherance of terrorism or illegal use of weapons of mass destruction	FELONY
21-5424	21-3435	Exposing another to life threatening communicable disease	FELONY
21-5425		Unlawful administration of a substance	MISDEMEANOR
21-5426	21-3446	Human trafficking; aggravated human trafficking	FELONY
21-5427	21-3438	Stalking	BOTY
21-5428	21-3428	Blackmail	FELONY
21-5429		Endangerment	MISDEMEANOR
21-5430		Distribution of a controlled substance causing great bodily	FELONY

		harm or death	
21-5431		Female genital mutilation	FELONY
21-5502		Evidence of complaining witness' previous sexual conduct in prosecutions for certain offenses; motions; notice	**(see below)
21-5503	21-3502	Rape	FELONY
21-5504	21-3505 21-3506	Criminal sodomy; aggravated criminal sodomy	BOTH
21-5505	21-3517 21-3518	Sexual battery; aggravated sexual battery	BOTH
21-5506	21-3503 21-3504	Indecent liberties with a child; aggravated indecent liberties with a child	FELONY
21-5507	21-3522	Unlawful voluntary sexual relations	FELONY
21-5508	21-3510 21-3511	Indecent solicitation of a child; aggravated indecent solicitation of a child	FELONY
21-5509	21-3523	Electronic solicitation	FELONY
21-5510	21-3516	Sexual exploitation of a child	FELONY
21-5511		Adultery	MISDEMEANOR
21-5512	21-3520	Unlawful sexual relations	FELONY
21-5513	21-3508	Lewd and lascivious behavior	BOTH
21-5601	21-3608	Endangerina a child; aggravated endangering a child	BOTH
21-5602	21-3609	Abuse of a child	FELONY
21-5603	21-3612	Contributing to a child's misconduct	BOTH
21-5604	21-3602 21-3603	Incest; aggravated incest	FELONY
21-5605	21-3604	Abandonment of a child; aggravated abondonment of a child	FELONY
21-5606		Criminal Non-Support	FELONY
21-5607	21-3610	Furnishing alcoholic liquor or cereal malt beverage to a minor; furnishing alcoholic beverage to a minor for illicit purposes	BOTH
21-5608		Unlawfully hosting minors consumig alcoholic liquor or cereal malt beverage	MISDEMEANOR
21-5609		Bigamy	FELONY
21-5703		Unlawful manufacturing of controlled substances.	FELONY
21-5705		Unlawful cultivation or distribution of controlled substances.	FELONY
21-5706	65-4105, 65-4107, 65-4109, 65-4113, prior conviction of 64-4162	Unlawful possession of controlled substances	FELONY
21-5707		Unlawful manufacture, distribution, cultivation or possession of controlled substances using a communication facility.	FELONY

21-5708		Unlawfully obtaining or selling a prescription-only drug.	FELONY
21-5709			FELONY
21-5710		Unlawful distribution of certain drug precursors and drug paraphernalia.	FELONY
21-5713		Unlawful distribution or possession of a simulated controlled substance.	FELONY
21-5714		Unlawful representation that noncontrolled substance is controlled substance.	FELONY
21-5716		Unlawful acts involving proceeds derived from violations of 21-5701 through 21-5717.	FELONY
21-6104		Unlawful disclosure of tax informaton	MISDEMEANOR
21-6325		Unlawful interference with a firefighter	MISDEMEANOR
21-6326		Unlawful interference with an emergency medical services attendant	MISDEMEANOR
21-6401		Promoting obscenity; promoting obscenity to minors	BOTH
21-6418		Permitting a dangerous animal to be at large	MISDEMEANOR
21-6419		Selling sexual relations	MISDEMEANOR
21-6420		Promoting the sale of sexual relations	FELONY
21-6421		Buying sexual relations	BOTH

* Length of prohibition subject to underlying offense

** Definition only