

**AMENDMENT TO THE AFFILIATION AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
Independent Guardian, LLC**

This Amendment entered into this 1st day of April 2019, by and between Sedgwick County, Kansas ("County") and the **Independent Guardian, LLC** ("CSP" or "Contractor").

WITNESSETH:

WHEREAS, the parties hereto entered into an affiliation agreement on **09/05/2018** ("Original Agreement"); and

WHEREAS, the parties now find it necessary to make amendments the Original Agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and promises contained herein, the parties hereto do agree that term 3 on page 1 and term 1.4 on page 2 of the Original Agreement shall be amended as follows:

3. Incorporation of Documents. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Service Expectations), Amended 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.

1.4 Contractor shall confirm persons hired for positions that involve operating a motor vehicle possess a valid Kansas driver's license appropriate to the vehicle operated and insurance, as appropriate.

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IN WITNESS WHEREOF, County and Contractor have executed this Amendment as of the day and year first above written.

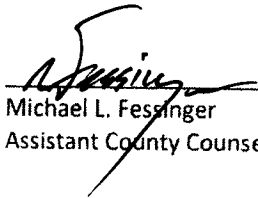
SEDGWICK COUNTY, KANSAS:


Joseph Thomas, Purchasing Director


Independent Guardian, LLC


Aaron Deckinger, Owner

APPROVED AS TO FORM ONLY:


Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:


Kelly B. Arnold
County Clerk



**AMENDED APPENDIX C
COMMUNITY SERVICE CAPACITY ASSURANCE AND CRISIS PLAN**

I. COMMUNITY SERVICE CAPACITY ASSURANCE PLAN

SCDDO maintains a commitment to supporting the development of a strong community service provider network and ensuring the timely delivery of quality services to individuals with IDD. Sedgwick County regularly invests in network capacity through grant programs and other initiatives. The Community Service Capacity Assurance Plan is designed to specify the roles and responsibilities all contracted CSP's have in addressing system level crises impacting network capacity (such as sudden closure of a provider); as well as, the role and support SCDDO will provide in these circumstances.

a. Roles and Responsibilities:

- i. As an affiliate of SCDDO, all CSP's have a responsibility to participate, when requested, in planning and response to system level crisis situations to the extent their agency is capable. All parties understand and agree that historically most system level crises have involved day and/or residential services but other services could be affected as well. SCDDO agrees not to require commitments from CSP's in excess of their stated capacity to assist but participation at some level is mandatory. Failure to participate may result in the affiliate being ineligible for payments made available through the Community Service Capacity Assurance and Crisis Plan.
- ii. Agencies designated as "Crisis Providers" have an enhanced role in responding to system level crisis. To qualify as a Crisis Provider, the identified affiliate must meet the following criteria:
 1. Expressly understand and agree to maintain capacity to serve individuals in crisis at the level identified in this Appendix.
 2. Carry a full license issued by KDADS to provide adult residential and day services and serve 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 day and residential 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 payment associated with being a Crisis Provider, as outlined below.
 6. Regularly participate in scheduled Affiliate Director Meetings.
- iii. Crisis Providers shall receive payments to offset the cost of retaining excess service capacity to meet the requirements of the Community Service Capacity Assurance and Crisis Plan at the rate of \$123,593.45 per unit of capacity reserved (see below). Payments were calculated using estimated actual costs incurred for retaining the designated capacity commitment (i.e. per slot). At any time during the term of this contract, Crisis Providers shall have available capacity to serve at least the number of individuals in their capacity commitment listed below; additional capacity may be required based on the level of system crisis. It is expected that Crisis Providers will function as lead agencies in addressing capacity needs from a system level crisis. Payments

shall be made quarterly for one-fourth of the annual amount subject to penalties as outlined in Section II, b. ii. below. The designated Crisis Providers and capacity commitments are listed below:

Crisis Provider	Service	Capacity Commitment
Starkey	Day & Residential	8
KETCH	Day & Residential	5
Arrowhead West	Day & Residential	2

- iv. All responses to system level crises will be initiated and organized by the SCDDO. In addition to the funding listed above, SCDDO maintains a risk reserve for large scale system level crises. Risk reserve funding is a last resort and would only be used in cases where current resources are inadequate to alleviate the system crisis. All CSP's are eligible to receive risk reserve funding as determined by the SCDDO, as necessary to ensure individuals maintain services.

II. CRISIS PLAN

Persons covered under the SCDDO Crisis Plan must be IDD eligible and have an emergency need as determined by the SCDDO Funding Committee. As outlined in KDADS' Crisis and Exception Policy (E2016-119), individuals with an emergency need to access IDD program services can bypass the waitlist through the crisis exception process. Additionally, although rare, occasionally individuals eligible for the IDD system need immediate crisis access to IDD program services resulting from abuse, neglect or exploitation as identified through the Department of Children and Families (DCF); or, an individual may have access to services but requires immediate access to a different service due to an unforeseen circumstance (death of a caregiver, abandonment, etc.). All the aforementioned populations are covered through this crisis plan. The crisis plan is designed to set the expectations for all providers selected for service due to a crisis as defined above.

a. Roles and Responsibilities:

- i. All CSPs expressly understand and agree to work to initiate services for individuals entering services due to a crisis as expeditiously as possible; for individuals in crisis, the requirement to initiate services in an average of 60 days is waived and the expectation is for services to begin as soon as possible.
- ii. Crisis Providers expressly understand and agree to initiate services for individuals entering services due to a crisis within seven (7) days from date of referral. Each individual approved by SCDDO for crisis access to IDD program services will be offered a Crisis Provider as a means to expedite service access. Offers will be allocated to Crisis Providers in a method comparable to their capacity commitment (i.e. if capacity commitment is 50% of total commitments, than the Crisis Provider would receive 50% of the offers). Individuals are free to choose other providers, knowing other CSP's are not required to initiate services in seven days.
- iii. Funding made available through this plan shall also cover the risk of accepting individuals referred to a Crisis Provider who may experience a delay in securing income (typically supplemental security income) or Medicaid coverage. While these situations should be rare, Crisis Providers may not reject crisis referrals due to temporary inability to pay for services, room and board or other ancillary charges. These individuals may be eligible for an acuity payment, as defined below in vi. The Crisis Provider shall update the SCDDO regularly on the

status of coverage and/or income. Should the lack of coverage or income exceed three months, both parties agree to meet to determine appropriate course of action.

- iv. SCDDO agrees to educate individuals, families and targeted case managers on the crisis access system and to work to expedite provider selection to the extent possible.
- v. Agencies providing agency-directed personal care services (aka supportive home care) shall receive a payment in the amount of \$10,000 when an individual entering services due to a crisis selects them and services are initiated within seven days; for every day over seven, the payment is reduced by \$1,000 with no payment for services initiated over 16 days after the referral. Invoice and documentation showing services were initiated within the timeframe and at a rate equal to or greater than 60% of scheduled hours, is required for payment.
- vi. All CSP's providing day or residential services are eligible to receive additional acuity-based payments dependent on the severity of the need of the individual entering services due to a crisis. Acuity payments are designed to assist with any costs incurred above the standard or outside what HCBS Waiver covers. These acuity payments will be calculated from a scale developed by the SCDDO. SCDDO Funding Committee shall determine the need for an acuity payment at the time of referral and as approved by the SCDDO Director. Should a CSP accept someone into services due to a crisis and determine afterwards that the situation might qualify for an acuity payment, they can petition the SCDDO Funding Committee within 30 days to determine if an acuity payment is warranted.
- vii. Crisis Providers agree to accept the information detailed in the SCDDO Standardized Crisis Intake Guide as sufficient to initiate services. Other information can be required of individuals entering services due to a crisis but service initiation cannot be delayed for this information. The information outlined in the SCDDO Standardized Crisis Intake Guide has been determined to meet the minimum standard for licensing and regulation compliance. In an extreme case where the information as listed in the Guide cannot be secured by the time the individual requires services (typically abuse, neglect or abandonment case through DCF), SCDDO agrees to notify KDADS licensing staff of the emergency need for services and reason the information could not be secured prior to service initiation. The Crisis Provider shall receive a copy of the SCDDO notification to KDADS staff for their files.

b. Outcomes, Penalties and Performance Incentives

- i. Crisis Providers expressly understand and agree that the below performance outcome will be measured:
 - Number of days to initiate services with target of no more than seven (7) days to start services.
- ii. Crisis Providers expressly understand and agree they are subject to a penalty of \$338.61 for every day they exceed the seven day service initiation standard. The penalties shall be deducted from the quarterly payment.
- iii. If funding allows, performance incentives may be awarded to providers that participated in the Community Service Capacity Assurance and Crisis Plan.