

**THE ECKAAA-CDDO SERVING COFFEY, OSAGE, AND FRANKLIN COUNTIES
Policies and Procedures**

SUBJECT: CDDO AFFILIATION PROCESS

EFFECTIVE: ~~7/2/2018~~ **7/1/2019**

SECTION: ~~501B~~ **501C**

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~~R2 Dated 2/6/2017~~ **R3 Dated 2/26/2019**

Policy:

The East Central Kansas Area Agency on Aging and Community Developmental Disability Organization (ECKAAA-CDDO) serving Coffey, Osage, and Franklin counties actively promotes the development of effective and efficient community services, which achieve satisfaction of the persons served and their families/ guardians. These services will safeguard a person's rights, as well as safeguard his/her safety, health and welfare, and promote his/her preferred lifestyle. The CDDO will affiliate with any entity requesting to provide services to eligible individuals if the entity meets the qualifications for and abides by the procedures applicable for affiliation in the CDDO service area.

Procedure:

- 1) Requests to affiliate with the CDDO serving Coffey, Osage, and Franklin Counties shall be submitted in writing by the Provider as a Community Service Provider (CSP), Limited License Provider, Targeted Case Management Agency (TCM), or Financial Management Services (FMS) agency to the CDDO Coordinator. The request for affiliation should include a description of services the agency intends to provide in the CDDO service area, as well as the structuring of those services. In addition to the below lists of required documentation, the affiliate candidate must also provide the following:
 - A) copies of any findings against the proposed affiliate resulting from actions of Child or Adult Protective Services and/or other similar authorities, including, but not limited to any corrective actions taken against the proposed affiliate,
 - B) copies of any unresolved lawsuits or other legal proceedings filed against the proposed affiliate, including any other related enterprises or entities operating under different name,
 - C) copies of any resolved lawsuits or other legal proceedings in which a decision was made against the proposed affiliate, including any other related enterprises or entities operating under different name.

- 2) The CDDO Coordinator will respond to written requests for affiliation and request, at a minimum, the following documents from the Service Provider (Including, but not limited to: Community Service Providers (CSPs), Targeted Case Management (TCM) agencies, Limited License providers, Financial Management Services (FMS) agencies, Managed Care Organizations (MCOs) that offer direct support services on the I/DD waiver, and Health Home Providers):
 - A) List #1: All Licensed and Non-Licensed Providers
 - (i) Certificate of Corporation with the Secretary of State (if applicable)
 - (ii) Business Plan **and annual audit conducted by an independent certified public accountant**
 - (iii) Three letters of reference (written within the past 3 years)
 - (iv) Required background checks
 - (v) Provider Policy "Individual rights and responsibilities" (KAR 30-63-22)
 - (vi) Provider Policy "Abuse; neglect, exploitation" (KAR 30-63-28)

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- Provider Policy "Capacity and Specialties" (maximum number of persons served and provider specialties, if applicable)
- (vii) Provider Policy "Continuity of Service Provision" (how services will be provided in an emergency)
- (viii) Provider Policy "Grievance procedure" (internal method individuals/families can access for resolving grievances including appeal rights)
- (ix) Provider Policy "Background Checks" (description of the background checks required on staff; how often the checks will be obtained)
- (x) Provider Policy "Critical Incident Report Tracking" (description of how staff will be trained in CDDO Trend Tracking procedure)
- (xi) Medicaid Provider Number (when obtained)
- (xii) Any additional information deemed necessary by the CDDO
- B) List #2: All Licensed Providers must provide (in addition to List #1):
- (i) License to provide Intellectual/ Developmental Disability (I/DD) services issued by the Kansas Department of Disability and Aging Services (KDADS), with the ECKAAA-CDDO listed as service area.
- (ii) Certificate of Insurance to include: General Liability (\$1,000,000 minimum), Professional Liability (\$1,000,000 minimum), and Workers Compensation (when required). Insurance must list ECKAAA-CDDO as Certificate Holder.
- (iii) Documentation showing completion of Washburn University's small business courses (How to Start a Business, Business Plan Workshop and Small Business Finance) within 90 days of written request to affiliate (equivalent course work or business experience may be substituted by mutual agreement).
- (iv) Provider Policy "Medications; restrictive interventions; behavioral management committee (KAR 30-63-23)
- (v) Provider Policy "Staffing; abilities; staff health" (KAR 30-63-26)
- (vi) Provider Policy "Records" (KAR 30-63-29)
- (vii) Provider Policy "Financial Agreements" (description of the services individuals will purchase and how the services will be billed and paid)
- (viii) Provider Organizational chart
- C) List #3: All Licensed Providers of Day and/or Residential Supports must provide (in addition to Lists #1 and #2):
- (i) Policy "Individual health" (KAR 30-63-24)
- (ii) Policy "Nutrition assistance" (KAR 30-63-25)
- (iii) Policy "Emergency preparedness" (KAR 30-63-27)
- (iv) Policy "Physical facilities" (KAR 30-63-30)
- D) List #4: All Licensed Providers of Targeted Case Management must provide (in addition to Lists #1 and #2):
- (i) TCM job description(s)
- (ii) Certificate of Completion of KDADS Targeted Case Management Assessment
- (iii) Case Management training requirements, as well as expectations and strategy for professional growth and development
- (iv) Policy "Person centered support planning" (KAR 30-63-21)

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- E) List #5: All Non-Licensed Providers must provide (in addition to List #1):
- (i) Provider Agreement with Kansas Department of Aging and Disability Services and/or Kansas Department of Health and Environment (KDADS/ KDHE)
 - (ii) Certificate of Insurance to include: General Liability (\$1,000,000 minimum), Professional Liability (\$500,000 minimum), and Workers Compensation (when required)
 - (iii) Provider Policy "License required; exceptions" (KAR 30-63-10)
 - (iv) Provider Policy "Disbursement of Medicaid Funds"
 - (v) Provider Policy "Internal Quality Assurance Program"
 - (vi) Provider Policy "Information and Assistance Services"
 - (vii) Provider Policy "Medicaid Billing"
 - (viii) Provider Policy "Recruitment, Hiring, and Retention"
 - (ix) Provider Policy "Payroll and Accounting"
 - (x) FMS Service Agreement (FMS/customer agreement)
 - (xi) FMS Provider and Direct Support Worker Agreement
 - (xii) Customer and Direct Support Worker Agreement
 - (xiii) Examples of I/DD service documentation and how the records will be maintained
- 3) The CDDO Coordinator and the Provider will determine the specific services to be provided through affiliation and develop an affiliation agreement. Execution of agreement shall not be authorized until requesting affiliate has met all requirements for affiliation or has exhausted dispute resolution procedures in the event that agreement is not possible.
- 4) Once the entity requesting affiliation has demonstrated all requirements for affiliation, and has submitted all the requested documentation, the CDDO shall issue a written affiliation agreement. The affiliate may not commence services specified under the agreement until the fully signed agreement is received by the CDDO Coordinator. This agreement will be signed by the Executive Director of the CDDO **and Chairperson of the Council of Community Members**. All signatures required on the agreement must be present for the affiliation agreement to be activated.
- 5) Upon affiliation, the CDDO will coordinate with the affiliate to assure that all services being provided by the affiliate are provided in a manner which:
- A) Provide to all persons equal access to services including persons currently residing in an Intermediate Care Facility/Intellectual Disability (ICF/IID) or State Mental Retardation Hospital (SMRH) but referred to the CDDO for possible services;
 - B) Enables a person or the person's guardian, if one has been appointed, to choose the person's provider, and;
 - C) Promote the efficient delivery of services within the service area
- 6) All targeted case managers providing services in Coffey, Osage, or Franklin counties will be expected to demonstrate competence to the satisfaction of the CDDO in order to provide Targeted Case Management through an affiliate agreement
- 7) The CDDO reserves the right to refuse to enter into or continue an affiliation agreement with any provider:

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- A) Which refuses to accept a reimbursement rate for services provided that is at least equal to that established by the Secretary of KDADS and which applies to the CDDO. In the case of a need for extraordinary funding based on service provision, the CDDO and the AFFILIATE agree that the THE AFFILIATE will pursue Extraordinary Funding Request procedures as outlined by KDADS flowchart and procedural policies. The CDDO will provide reasonable assistance in this process as requested by THE AFFILIATE.
 - B) That has established a pattern of failing or refusing to abide by the CDDO's service area procedures according to K.A.R. 30-64-21, or failing to comply with the CDDO affiliation agreement.
 - C) Which the CDDO has demonstrated, to the satisfaction of the Secretary of KDADS, that such an affiliation would seriously jeopardize the CDDO's ability to fulfill its responsibilities either under State and/or Federal regulations or pursuant to its CDDO contract with the Secretary of KDADS.
- 8) ~~If the CDDO determines that a Provider is in violation of the terms of the affiliation agreement, the CDDO will notify the Provider, in writing, of the specific deficiencies. The Provider will have 15 working days to respond to specific deficiencies, by way of written corrective plan of action that details how the provider will come into compliance and the steps that shall be taken to avoid the deficiency in the future. Should the Provider fail to gain compliance or resolve any deficiency as specified, the CDDO may take any or all of the following actions:~~
- ~~A) Recommend employee disciplinary action.~~
 - ~~B) Contact the current fiscal intermediary (the Managed Care Organization or MCO and KDADS/KDHE) and report the non-compliance issue in an effort to suspend part or all IDD service payments until the deficiencies are corrected.~~
 - ~~C) Notify all current recipients receiving services from the Provider of the deficiencies and assisting with transition to another Provider.~~
 - ~~D) Terminate the current fiscal year Affiliation Agreement.~~
 - ~~E) Contact the KDADS IDD Program Manager, the local KDADS Quality Management Specialist (QMS), and the Program Integrity staff about the deficiency.~~
- 9) **The CDDO will inform THE AFFILIATE in written format of concerns. If concerns persist, the CDDO will issue a request for a written plan of correction. THE AFFILIATE will acknowledge the receipt of written plan of correction within 48 hours. THE AFFILIATE has 15 calendar days from the date of written plan of correction to submit the formal corrective action plan to the CDDO. Should the Affiliate fail to achieve compliance, the Affiliate may be subject to any of the following:**
- A) Notification to QA Committee and KDADS**
 - B) Imposition of penalties in an amount not to exceed \$125 per day for each violation from a specified date forward until Affiliate complies**
 - C) Suspension of referrals for services**
 - D) Termination of Affiliate Agreement**
- 10) The Board of Directors of the CDDO and the Council of Community Members will be notified of all current affiliation agreements at least annually, and any deficiencies of affiliated

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providers. All new affiliates will be presented to the Board of Directors of the CDDO, as well as to the Council of Community Members for their collective knowledge and approval.