Harvey-Marion County HMCDDO

Supporting increased independence, integration, inclusion, and productivity in individual homes and communities.

Harvey-Marion County CDDO Affiliation Agreement:

Home and Community-Based Services for the Intellectual & Developmental Disabilities
Comprehensive & Community Support Waiver

Community Service Provider Name:		***Affiliation Date:***	

I. This agreement is made and entered into on this date (*affiliation date listed above*) by and between the Harvey-Marion County CDDO (*hereinafter referred to as "THE HMCDDO," a state-designated Community Developmental Disability Organization*), and the Community Service Provider Name listed above (*hereinafter referred to as " the AFFILIATE"*) to provide the services listed in Appendix A to eligible persons in compliance with the Developmental Disabilities Reform Act (DDRA) of 1995, K.S.A. 39-1801,et seq., and its implementing regulations (Collectively "the DD Reform Act").

A. **PURPOSE**: Through this agreement, the parties desire to set out their respective obligations as HMCDDO and AFFILIATE regarding the services to be provided and the use of funds that are accessible as reimbursement for these services because of the contractual relationship between the parties. Nothing in this agreement constitutes an entitlement to services, consistent with K.S.A. 39-1809. This agreement is a sub-contract to the agreement entered into as provided in the DD Reform Act between the Kansas Department of Health and Environment (KDHE) as single Medicaid agency, the Kansas Department for Aging and Disability Services (KDADS), and THE HMCDDO.

B. **TERM**: This agreement shall apply to services provided on or after the above-named date. This agreement will continue until replaced by another written agreement signed by the parties or terminated following the process outlined in "C. Termination." THE HMCDDO may submit amended agreements with no less than thirty (30) days' written notice, except for KDADS amendments, in which THE HMCDDO is required to enforce immediately.

C. **TERMINATION**:

a. The AFFILIATE may terminate this agreement after giving THE HMCDDO at least sixty (60) days written notice, or a mutually agreed upon time, for successful transition to new services of all people served.

b. THE HMCDDO may terminate this agreement with cause as provided in K.A.R. 30-64-22 (f) (1-3).

i. If the provider refuses to accept a reimbursement rate for services to be provided that is at least equal to that established by the Secretary to apply to THE HMCDDO, or as agreed to in the affiliation agreement with THE HMCDDO;

ii. If the provider has established a pattern of failing or refusing to abide by the service area procedures established by THE HMCDDO according to K.A.R. 30-64-21, or failing to comply with its affiliation agreement with THE HMCDDO; or

iii. If THE HMCDDO demonstrates to the satisfaction of the Secretary that being required to enter into the affiliating agreement would seriously jeopardize THE HMCDDO's ability to fulfill its responsibilities either under these regulations or pursuant to its contract with the Secretary.

c. This agreement will terminate automatically or may be amended by both parties if the AFFILIATE fails to maintain any licenses, certifications, Managed Care Organization contracts, or Medicaid Provider Agreements that may be required by law or regulation to provide the services that the AFFILIATE is to deliver under this agreement. If either party terminates this agreement or if it terminates automatically, the AFFILIATE will provide copies of records related to the support of persons served and assist THE HMCDDO with the process of transferring all persons receiving the AFFILIATE'S services to other affiliated service providers in an expeditious manner to avoid gaps in services.

D. **SCOPE**: The AFFILIATE shall perform in a satisfactory and proper manner, as determined by THE HMCDDO through policies, protocol, procedures, regulations, and this agreement, the purpose, goals, and objectives necessary to accomplish this contract as they are specified herein.

II. **DUTIES OF THE AFFILIATE**: In connection with the services to be provided, the AFFILIATE agrees to do the following:

A. **Person-centered service/support plans**: The AFFILIATE will coordinate, provide, and document services identified in and in accordance with the eligible person's preferred lifestyle and person-centered service/support plan), in compliance with applicable federal, state, and local rules and regulations. (K.A.R. 30-63-21; K.A.R. 30-63-22; K.A.R. 30-64-24, HCBS Settings Final Rule).

B. **LICENSURE**: If the AFFILIATE loses its licensure, certification, MCO Contract, and/or is non-compliant with HCBS Settings Final Rule to provide services, the AFFILIATE must notify THE HMCDDO immediately and the participants that this provider serves within a mutually agreed upon timeframe. The AFFILIATE will no longer be reimbursed for those services and will cooperate with THE HMCDDO in assisting with the transition of persons served to alternative services until all service needs are met (K.A.R.30-64-22; K.A.R. 30-

64-28). If the AFFILIATE is issued a Notice of Findings from the Survey, Certification, and Credentialing Commission, then the AFFILIATE will notify THE HMCDDO within two (2) business days of receiving written verification of this action.

C. **REGULATION AND POLICY COMPLIANCE**: The AFFILIATE agrees to maintain compliance with the following: all Kansas Medicaid and Home and Community-Based Services (HCBS) IDD waiver and CSW rules, regulations, and guidelines as outlined in the Kansas Medical Assistance Programs (KMAP) provider manuals, HCBS for Persons with Intellectual and/or Developmental Disability (HCBS IDD) Handbook (including all modifications made as a result of the CMS Waiver Amendment process), the Targeted Case Management Manual, all posted KDADS-KDHE manuals, policies, and memorandums, Kansas Statutes, and THE HMCDDO's contract with KDADS-KDHE. Copies of the current KDHE-KDADS-HMCDDO contract are available upon request (K.A.R. 30-64-22).

D. **DOCUMENTATION/RECORD-KEEPING**: The AFFILIATE will be responsible for documentation of IDD and CSW services provided and ensure that the documentation (report of all claims files for reimbursement) is in compliance with the recipient's Person-Centered Service Plan, the person's Person-Centered Support Plan (PCSP), and meet the record-keeping guidelines of the Kansas Medicaid Assistance Programs Provider Manual, the current KDADS manuals and policies, and CMS (Centers for Medicare and Medicaid Services) guidelines.

E. **ACCOUNTING/FISCAL**: The AFFILIATE agrees to maintain accounting records for a period of six (6) years on service provided, and to provide fiscal information in sufficient detail to meet requirements of the State of Kansas contract, federal budget and reporting, and audit requirements, unless action, including, but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this six (6) year period. The AFFILIATE shall make available such records, including tax and payroll information, to THE HMCDDO upon request.

F. **SERVICE COMMENCEMENT PROTOCOL**: Prior to commencing services, the AFFILIATE shall provide to THE HMCDDO all applicable documentation and/or licensure issued by KDADS (K.A.R. 30-64-22(f)).

G. **SERVICES**: The AFFILIATE agrees to serve all qualified persons with intellectual and/or developmental disabilities (IDD) choosing their services, regardless of the severity of disability or the reimbursement rate, making their best effort to begin serving the individual within sixty (60) days of selection or an otherwise agreed to start date(K.A.R. 30-64-25(1)); except in those circumstances in which the Secretary of KDADS determines

participation in community services is not the appropriate placement for such person because such person is presently likely to cause harm to self or others (K.A.R.30-64-25(2)(d)). If the AFFILIATE is unable to serve the individual who has chosen that AFFILIATE for services, THE HMCDDO may suspend referrals for that AFFILIATE. The AFFILIATE may specialize in services, with the approval of THE HMCDDO, and will not be expected to accept more persons than they can effectively serve if at maximum capacity. The AFFILIATE will follow THE HMCDDO's process to place a hold on new referrals (K.A.R. 30-64-25(2)(b) and advise THE HMCDDO within thirty (30) days, or an otherwise agreed upon timeframe, of its plan to reopen for referrals. This plan may include capacity building.

H. **INSURANCE COVERAGE**: The AFFILIATE shall maintain liability insurance coverage providing at least $1,000,000.00 limit coverage per incident of General Liability, $1,000,000.00 limit coverage per incident of Professional Liability, and Workers Compensation (when required). The AFFILIATE shall list THE HMCDDO as a "certificate holder" on its insurance and make a copy of such proof of coverage available to THE HMCDDO upon reasonable request. The AFFILIATE shall notify THE HMCDDO of lapses or changes in the aforementioned policies within two (2) business days (K.A.R. 30-63-13; K.A.R. 30-64-22 (f)).

I. **ADVERSE INCIDENT REPORTING:** In the event of a "critical incident," as defined in Section Ia below, the AFFILIATE agrees to complete the required Adverse Incident Report (AIR) submission in accordance with KDADS Adverse Incident Reporting and Management Policy. The AFFILIATE will provide a copy of the AIR, or an equivalent document as directed by THE HMCDDO, to THE HMCDDO within the close of the following business day of notification of the critical incident by following THE HMCDDO's procedures.

a. A Critical Incident is defined as any event that may affect the health, safety, welfare, or preferred lifestyle of an individual served, as detailed in the current HMCDDO Policy on Abuse, Neglect, or Exploitation, as well as the KDADS Adverse Incident Reporting and Management Policy. Examples of critical incidents include, but are not limited to, calls made to Kansas Protective Services (APS/CPS); medical or mental health emergencies; contact with law enforcement, death (K.A.R. 30-64-27; K.A.R. 30-63-28).

b. The AFFILIATE will provide documentation of all Protective Service findings to THE HMCDDO for monitoring purposes, disclosing factual information about the

matter and corrective action taken or contemplated (K.A.R. 30-64-27; K.A.R. 30-63-28) within twenty-four (24) hours.

J. **SERVICE CHANGES**:

a. The AFFILIATE is responsible for notifying THE HMCDDO of any changes in the eligible person's status or events (including, but not limited to events such as hospitalization, incarceration, rehabilitation, extended vacation, change of address) that affect the frequency or manner in which services are provided to the person within the close of the next business day of an occurrence (K.A.R. 30-64-27).

b. The AFFILIATE will notify THE HMCDDO of any changes to the person's contact information.

c. The AFFILIATE will collaboratively participate in any service provider changes and associated transition meetings.

K. **QUALITY OF SERVICES**: The AFFILIATE shall provide reasonable verification to THE HMCDDO that all services provided by the AFFILIATE satisfy the quality enhancement and quality assurance standards of K.A.R. 30-64-26 and K.A.R. 30-64-27.

a. The AFFILIATE agrees to cooperate with THE HMCDDO's quality assurance and quality enhancement efforts by responding to all requests (except Corrective Action Plans addressed in item d.) for information within the timeline established by THE HMCDDO within the correspondence, in a professional manner, and correcting any deficiency (or deficiencies) identified to the AFFILIATE within the established deadlines set forth by THE HMCDDO.

b. The AFFILIATE consents to the on-site monitoring of services by THE HMCDDO and/or THE HMCDDO Quality Assurance Committee.

c. The AFFILIATE agrees to cooperate with THE HMCDDO's paid service reviews, which function as an extension of the Quality Assurance Committee for THE HMCDDO.

For purposes of this Agreement, a "paid service review" refers to a review conducted in accordance with K.A.R. 30-64-27 to verify that services billed were delivered as authorized, documented appropriately, and compliant with applicable state requirements. Throughout each fiscal year, the paid service review may examine all relevant documentation, including but not limited to timesheets, background checks, accounts receivable records, AuthentiCare records, and other required documentation.

d. The AFFILIATE will know if a corrective action is being sent as it will be denoted in the subject line of the email. The AFFILIATE has fifteen (15) calendar days

from the date of original notice to submit the formal Corrective Action Plan to THE HMCDDO. The CAP will include the plan(s) to resolve the current deficiency(ies) as well as a plan to prevent the deficiency from happening again. After any three (3) consecutive Corrective Action Plans, per provided service, THE HMCDDO may move forward with additional measures outlined in HMCDDO Policy. THE HMCDDO will specify when the AFFILIATE must respond to the Corrective Action Plan.

L. **INFORMED CHOICE, NEW SERVICES, AND PROVIDER CHANGES**: The AFFILIATE shall immediately refer to THE HMCDDO any individual or individual's legal or natural guardian that expresses a desire to change service providers or when any new services are authorized by the MCO. THE HMCDDO shall have singular control over all information sharing and discussions related to a change in service providers (K.A.R. 30-64-23).

M. **Changing Services**: The AFFILIATE will provide at least sixty-days (60) notice to THE HMCDDO of its intent to add, delete, or reduce services from those listed in Addendum X and/or the locations served under this agreement. Such requests will trigger an addendum to the current contract and will require new signatures by all parties to be obtained prior to the service(s) being provided. In addition, the AFFILIATE will provide notice of its intent to provide services in new or additional locations.

N. **FUNCTIONAL ASSESSMENT:** An AFFILIATE providing a waiver service utilizing a KDADS license (TCM, Day, Residential) shall participate in the person's functional assessment and assist THE HMCDDO with scheduling meetings for THE HMCDDO to complete the Functional Assessment. The AFFILIATE further agrees to work in good faith with THE HMCDDO in the functional assessment process following KDADS' Program Eligibility Policy and the Program Functional Eligibility Assessments and Waitlist Management Policy.

III. THE HMCDDO AND THE AFFILIATE MUTUALLY AGREE TO THE FOLLOWING:

A. **RECIPROCITY**: If THE HMCDDO recognizes an affiliation agreement signed by the AFFILIATE and another HMCDDO as a temporary bridge in affiliation, THE HMCDDO will notify KDADS of the agreement between THE HMCDDOs within five (5) business days and provide assurances that the affiliation agreements are the Universal Affiliation Agreements. KDADS reserves the right to prohibit such reciprocity relationships for cause and will notify the impacted HMCDDOs in writing. If approved, this reciprocity will

be in effect for three (3) months with the option to extend while the AFFILIATE is working towards an affiliation agreement with THIS HMCDDO.

B. **INDEMNIFICATION**: The AFFILIATE agrees to hold harmless and indemnify THE HMCDDO from any damages, liabilities, obligations, judgments, causes of action, lawsuits, claims, or expense (including reasonable attorney's fees) imposed on, incurred by, or asserted against THE HMCDDO which in any way relates to or arises out of the AFFILIATE'S performance or failure of performance of the terms and conditions contained in this agreement, unless caused solely by THE HMCDDO, or any of its agents, employees, contractors, or subcontractors.

To the extent allowable by law and without waiving the protections and responsibilities of the Kansas Tort Claims Act, THE HMCDDO agrees to hold harmless and indemnify the AFFILIATE from any damages, liabilities, obligations, judgments, causes of action, lawsuits, claims, or expense imposed on, incurred by, or asserted against the AFFILIATE, which in any way relates to or arises out of THE HMCDDO'S performance or failure of performance of the terms and conditions contained in this agreement, unless caused solely by the AFFILIATE, or any of its agents, employees, contractors, or subcontractors.

C. **COLLABORATIVE WORK**:

a. The AFFILIATE agrees to work collaboratively with THE HMCDDO through all its committees, including, but not limited to, its capacity building efforts in the service area, Council of Community Members, and Quality Assurance Committee.

b. THE HMCDDO will provide training and updates to affiliates on a regular basis at THE HMCDDO-AFFILIATE meeting to ensure that all training and KDADS updates pertinent to this agreement are shared with Affiliates. Affiliates will ensure such updates are communicated to their entire agency.

c. The AFFILIATE is strongly encouraged to provide a representative to THE HMCDDO-AFFILIATE meetings, the Council of Community Members and Quality Assurance meetings.

d. The AFFILIATE will provide any and all information, reports, data, investigations, audits, monitoring, or any other services in order to enable THE HMCDDO to comply with any current, amended or future rule, regulation, law, statute, or ordinance that governs any activity of THE HMCDDO or the AFFILIATE related to the performance of this agreement. The AFFILIATE will take no action or suffer any omission that will cause THE HMCDDO, or the AFFILIATE to be in violation of any such rule, regulation, law, statute, or ordinance now existing or later

enacted or amended that governs the activities of the parties related to the performance of this agreement.

e. The AFFILIATE agrees to provide special reports or information at the request of THE HMCDDO or KDADS to maintain compliance with current contract requirements or regulations.

f. If requested, the AFFILIATE shall provide specific information to individuals-served, families, legal guardians, and circle of support members to assist THE HMCDDO in maintaining compliance with contractual and/or regulatory requirements (K.A.R. 30-64-22).

D. **KDADS RIGHT TO PAYMENT ADJUSTMENT**: THE HMCDDO receives State Aid funding through KDADS. KDADS reserves the right to alter or adjust the payment amounts or terms of the current KDADS/HMCDDO contract to meet funding reductions, allotments, or to remedy shortages. THE HMCDDO will send a written notice of such alterations or adjustments to the AFFILIATE twenty-one (21) days before such alterations or adjustments become effective. Should the AFFILIATE believe there is a need to modify any term or condition of this agreement, as a result of such alterations or adjustments, THE HMCDDO will, in good faith, negotiate regarding the terms of this agreement. In the event aggregate funding provided to THE HMCDDO from state and/or federal sources is reduced, or in any way insufficient to fund this agreement, the obligations of both THE HMCDDO and the AFFILIATE must thereupon be reduced on a pro rata basis, renegotiated, or terminated, provided that any termination of this agreement must be without prejudice to any obligations or liabilities of the parties accrued prior to the termination.

E. **COUNTY MILL**: A contracting HMCDDO shall not use funds received through this agreement to supplant funds previously received from local tax levies made pursuant to K.S.A. 19-4004, and amendments thereto. (KAR 30-64-33). These levy funds are established by the boards of county commissioners and subject to their authority, reserving their right to allocations (KSA 19-4004).

F. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The AFFILIATE hereby specifically acknowledges and agrees that the relationship between the AFFILIATE and THE HMCDDO is that of an independent contractor (i.e., The AFFILIATE is responsible for salary withholding, taxes, and other insurance) and not as an agent, representative, or employee of THE HMCDDO. Neither THE HMCDDO nor the AFFILIATE shall, in any way, hold themselves out as an agent, representative, or employee of the other at any time. The AFFILIATE further acknowledges that it is responsible for all knowledge of, and adherence to, applicable statutes, laws, rules, regulations, and ordinances. The

AFFILIATE shall send to THE HMCDDO, upon written request, documentation evidencing compliance with this paragraph. If THE HMCDDO discovers that the AFFILIATE is not in compliance, this agreement will be subject to termination and THE HMCDDO is hereby authorized to notify KDADS, as well as the MCOs (K.A.R. 30-64-22).

G. **HMCDDO POLICIES-PROCEDURES**: The AFFILIATE will comply with applicable HMCDDO policies and procedures established by THE HMCDDO pursuant to K.A.R. 30-64-21. The AFFILIATE acknowledges that it has received, or had an opportunity to review, current HMCDDO policies and procedures prior to the execution of this agreement.

H. **NON-DISCRIMINATION:** The AFFILIATE shall not refuse service, deny, make a distinction, directly or indirectly, or discriminate in any way against persons because of race, religion, color, sex, sexual orientation, disability, national origin, ancestry, or age.

I. **AGREEMENT AUTHORIZATION**: This agreement shall not be assignable by either party without the prior written authorization of the other. In all other respects, this agreement shall be binding upon each party hereto and its representative and permitted successors in interest.

J. **AGREEMENT GOVERNANCE**: This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

K. **CURRENT AGREEMENT STATUS**: This agreement represents the entire agreement between the parties hereto with respect to services required and supersedes all previous understandings, either oral or written, between THE HMCDDO and the AFFILIATE regarding the same.

L. **TERMS OF FAILURE OF AGREEMENT**: Failure to maintain compliance with all sections of this agreement as determined by THE HMCDDO may result in non-payment of services, suspension of referrals, or forfeiture of this agreement. All non-compliance determinations made by THE HMCDDO can be appealed through the Council of Community Members (CCM) Committee Dispute Resolution procedure as outlined in K.A.R. 30-64-32.

M. **DISPUTE OF AGREEMENT**: In the event that there is a dispute regarding this agreement, the AFFILIATE will follow the HMCDDO Policy on Dispute Resolution, as provided in K.A.R. 30-64-32 and consistent with the definitions in the Dispute Resolution Act, K.S. A. 1995 Supp. 5-502. Each party shall pay one-half of the cost of such mediation.

N. **CONFIDENTIALITY**: All information and materials received by the AFFILIATE regarding an individual to whom services are provided are confidential and shall not be disclosed to a third party. The AFFILIATE agrees for itself and on behalf of its directors, officers, employees, and agents to whom such information and materials are disclosed, that they

shall keep such information and materials confidential and shall retain them both during and after the term of this agreement. Such information shall not be disclosed by the AFFILIATE to a third party, except to officers and employees of the AFFILIATE requiring such information or materials to perform services pursuant to this agreement, unless proper releases of information have been obtained.

O. **HIPAA**: THE HMCDDO and the AFFILIATE agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 (HIPAA) and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation. Such provisions shall take into consideration all electronic transmissions including, but not limited to faxes, smart phones, iPads, and copiers with scan-to-email capabilities.

P. **AGREEMENT ALTERATIONS**: Any alterations to this agreement will only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement. This agreement must be subject to renegotiations upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations.

Q. **CONTROLLING PROVISIONS**: In the event that there is an alleged conflict among the terms of this agreement, the Parties agree that the following provisions shall govern in the following order: (1) Applicable federal/state of Kansas statutes and/or regulations; (2) HCBS-IDD Waiver and CSW waiver; (3) DA 146a; (4) Modifications to Agreement; (5) Executed Agreement; and (6) KDADS-KDHE policies and procedures.

Harvey-Marion County HMCDDO

Supporting increased independence, integration, inclusion, and productivity in individual homes and communities.

ADDENDUM A PART 1: COMPREHENSIVE WAIVER & NON-HCBS SERVICES TO BE PROVIDED & SIGNAUTRE PAGE

AFFILIATE will provide the following services marked below, in accordance with all the provisions set forth in this Agreement. The parties will be bound by those supplemental duties relating to each service as defined in the HMCDDO Contract, HCBS IDD waiver manuals, and as set out in the corresponding Attachments to this Agreement. This Agreement will remain in effect until terminated according to the termination provisions above or replaced by a subsequent Agreement executed by the Parties.

Please check the boxes below for each service provided:

	COMPREHENSIVE IDD WAIVER SERVICES:
	Assistive Services: Home/Environment Mods Services
	Assistive Services: Vehicle Mods Services
	Assistive Services: Specialized Medical Equipment and Supplies
	Children's Integrated Community Supports
	Day Supports
	Enhanced Care Service: Agency Directed
	Enhanced Care Service: Self Directed
	Medical Alert Rental
	Overnight Respite: Agency Directed
	Overnight Respite: Self Directed
	Residential Adult
	Residential Children's
	Specialized Medical Care - LPN
	Specialized Medical Care - RN
	Supported Employment
	Supported Home Care: Agency Directed
	Supported Home Care: Self Directed
	Supportive Financial Management Services (FMS) / Personal Care Services
	Wellness Monitoring
	NON-HCBS SERVICE for COMPREHENSIVE & CSW (Targeted Case Management):
	Targeted Case Management

HMCDDO Representative:		***Date:***	
Affiliate Representative:		***Date:***	
Provider KMAP#:		***Provider Tax ID#:***	

Harvey-Marion County HMCDDO

Supporting increased independence, integration, inclusion, and productivity in individual homes and communities.

ADDENDUM A PART 2: CSW SERVICES TO BE PROVIDED & SIGNAUTRE PAGE

AFFILIATE will provide the following services marked below, in accordance with all the provisions set forth in this Agreement. The parties will be bound by those supplemental duties relating to each service as defined in the HMCDDO Contract, HCBS IDD waiver manuals, and as set out in the corresponding Attachments to this Agreement. This Agreement will remain in effect until terminated according to the termination provisions above or replaced by a subsequent Agreement executed by the Parties.

Please check the boxes below for each service provided:

	COMMUNITY SUPPORT IDD WAIVER SERVICES (CSW):
	Behavioral Therapy *(590, 591, 592, 593, 594, 595)*
	Benefits Planning *(580)*
	Career Exploration and Planning *(581)*
	Family / Caregiver Support and Training Agency Directed *(570, 571, 572, 573)*:
	Family / Caregiver Support and Training Self Directed:
	Family / Caregiver Support and Training (Group) Agency Directed *(570, 571, 572, 573)*:
	Family / Caregiver Support and Training (Group) Self Directed:
	Home Telehealth *(587, 588)*
	Individual Employment Supports *(581)*
	Life Skills *(582, 583)*
	Medication Reminders *(589)*
	Non-Medical Transportation *(574)*: 1 Modified Vehicle
	Non-Medical Transportation *(574)*: 2-3 Modified Vehicles
	Non-Medical Transportation *(574)*: 4+ Modified Vehicles
	Non-Medical Transportation *(574)*: 1 Non-Modified Vehicle
	Non-Medical Transportation *(574)*: 2-3 Non-Modified Vehicles
	Non-Medical Transportation *(574)*: 4+ Non-Modified Vehicles
	Occupational Therapy *(596, 599)*
	Personal Care Services:
	Personal Care Services:
	Personal Emergency Response Systems *(579)*
	Physical Therapy *(597, 599)*
	Remote Support *(578)*
	Respite: Agency Directed
	Respite: Self Directed
	Respite (Group): Agency Directed
	Respite (Group): Self Directed
	Speech and Language Therapy *(598, 599)*

HMCDDO Representative:		***Date:***	
Affiliate Representative:		***Date:***	
Provider KMAP#:		***Provider Tax ID#:***	

Harvey-Marion County HMCDDO

Supporting increased independence, integration, inclusion, and productivity in individual homes and communities.

FOR PROVIDER CATEGORY REFERENCE, INFORMATIONAL, and ENROLLMENT PURPOSES ONLY

**** By signing this addendum, the provider attests that it falls within one of the provider categories listed below for each requested CSW service to be provided.****

Behavior Therapy (BT)
Home Health Agency: 590
Registered Behavioral Technician: 591
BT Provider: 592
Licensed Psychologist: 593
Licensed Social Worker: 594
Certified Behavior Analyst: 595

Benefits Planning
Certified Benefits Planner, Benefits Planning Agency: 580

Career Exploration and Planning / Individual Employment Supports
Employment Support Agency, Employment Support Professional: 581

Family / Caregiver Support and Training
Center for Independent Living: 570
Licensed Mental Health Professional: 571
Community Support Provider: 572
Community Mental Health Clinic: 573

Home Telehealth
Home Health Agency: 587
County Health Department: 588

Life Skills
Center for Independent Living: 582
Community Support Provider: 583

Medication Reminders
Medication Reminder Services Provider: 589

Non-Medication Transportation
Contracted Transportation Agency: 574

Occupational Therapy
Occupational Therapy Provider: 596
Home Health Agency: 599

Personal Care Services
Home Health Agency: 584

Personal Emergency Response Systems (PERS)
PERS Provider: 579

Physical Therapy
Physical Therapy Provider: 597
Home Health Agency: 599

Remote Support Services (RSS)
RSS Provider: 578

Respite
Community Mental Health Clinic: 585
Community Support Provider: 586

Speech and Language Therapy (SLT)
SLT Provider: 598
Home Health Agency: 599

APPENDIX B
Targeted Case Management

This appendix supplements the HMCDDO Affiliation Agreement for providers of Licensed Targeted Case Management (TCM) services.

I. Providers of Licensed Targeted Case Management (TCM) services assume full responsibility for obtaining and maintaining licensure from KDADS to perform licensed targeted case management services.

II. Providers of Licensed Targeted Case Management (TCM) services assume full responsibility for meeting training requirements established by KDADS.

III. Providers of Licensed Targeted Case Management (TCM) services assume full responsibility for providing back-up coverage of case manager caseloads during case manager vacation/leave of absence.

IV. Providers of Licensed Targeted Case Management (TCM) services will notify persons served and their legally responsible parties as applicable of changes in caseload responsibilities.

V. Providers of Licensed Targeted Case Management (TCM) services will notify Harvey-Marion County CDDO of the following:
   A. Changes in caseload responsibilities;
   B. New case manager hires;
   C. Case managers ending employment.
   D. When TCM provider capacity is reached and TCM provider is no longer accepting referrals for TCM services.

VI. Providers of Licensed Targeted Case Management (TCM) services will coordinate with Managed Care Organization (MCO) Care Coordinators as follows:
   A. Invite MCO Care Coordinators to PCSP meetings; and
   B. Participate in person-centered integrated service plan meetings as notified and as available.

APPENDIX C
Child Placing Agency

This Appendix supplements the HMCDDO Affiliation Agreement for the provision of services by Child Placing Agencies. This Appendix further defines expectations in the provision of services to children placed outside their family home. "Home County" is defined as the designated county where the child's Medicaid case is located. Verification can be made through the applicable DCF office.

I. Provision of HCBS IDD residential services for children not in DCF custody.

A. Affiliated Child Placing agency agrees to maintain resource families (also known as foster families) licensed by KDHE who are willing to support children with IDD.

B. Affiliate agrees to review referrals from HMCDDO for children with IDD who are not in DCF custody, whose parents seek voluntary out of home placement due to the child's disability-related need, preventing when feasible the need for the child with IDD to enter custody.

C. In seeking voluntary out of home placement, the parties agree that priority will be given to available foster families in or near the child's home community and same school district whenever possible, so the child remains in contact with the natural family, if appropriate, and maintains established community connections with school and teachers, friends and neighbors, community activities, church, and health care professionals.

D. The Child Placing Agency agrees to follow HCBS IDD handbook requirements that the foster family home may serve no more than home to serve no more than two (2) children unrelated to the foster family, nor may more than two individuals funded with State or Medicaid money reside in the home.

E. The Child placing Agency further agrees to:
   1. Cooperate with case management, the school district, and any consultants in designing and implementing specialized training procedures;
   2. Actively participate in Individual Education Plan development and public-school education program;

APPENDIX C
Child Placing Agency

3. Have a documented back-up plan, coordinated by the agency responsible for the child's placement that, in the event the setting disrupts, includes the provision of services until an alternate community-based placement is found and a transition meeting occurs that includes, and a minimum, the CDDO.

II. Referral for HCBS IDD program services for children in DCF custody who have IDD.

A. Affiliated Child Placing Agency agrees to refer children in DCF custody who have IDD, and who present additional disability-related need, to the CDDO serving the child's home county for specialized services and supports.

B. If the child in custody is determined eligible for IDD services and supports, the home CDDO will coordinate with placement area CDDO to offer TCM and will cooperate with the TCM and the KanCare MCO to assess IDD-related need for HCBS IDD program services.

APPENDIX D
Financial Management Services (FMS)

This Appendix supplements the HMCDDO Affiliation Agreement for the provision of Financial Management Services.

I. REQUIRED DOCUMENTATION. The Financial Management Services Provider is required to provide the following documentation as indicated in the submission timeline. Documentation is to be updated within 30 days of any material change.

Documentation	Submission Timeline
Certificate of Corporation with Kansas Secretary of State	Prior to Affiliation
Business Plan	Prior to Affiliation
Description of Capacity Methodology	Prior to Affiliation
Statement designating the Provider's Fiscal Year	Prior to Affiliation
Owner/Operator Background checks per KDADS policy	Prior to Affiliation
Three letters of reference/indicators of good standing	Prior to Affiliation
Copy of provider handbook/information packet for persons served demonstrating compliance with K.S.A. 39-7, 100 (b) (2), to include description of information and assistance provided, background check requirements, and grievance process	Prior to Affiliation
Copy of blank Service Agreement templates with persons served direct support attendants	Prior to Affiliation
Certificate of Insurance to include worker's compensation, and Liability Insurance with HMCDDO named as an additional insured.	**Prior to Affiliation *&*** ***Annually thereafter***

APPENDIX D
Financial Management Services (FMS)

Copy of Annual Independent Financial Audit	Prior to Affiliation
Kansas Medical Assistance Program Provider Number	As soon as available
Provider contact information: Names, phone/fax, e-mail	Prior to Affiliation

II. FISCAL MANAGEMENT RESPONSIBILITIES.

A. FMS Provider will follow billing requirements of the Kansas Medicaid Assistance Program and KDADS.

B. FMS Provider will enter into service agreements with individuals and their legally responsible parties, as applicable, which identify the responsible party for payment of the individual's client obligation as determined by DCF. FMS Provider will bill the financially responsible party for the client obligation.

C. FMS Provider is responsible correcting and/or addressing any correction process associated with billing errors.

III. QUALITY ASSURANCE RESPONSIBILITIES OF FMS PROVIDER

A. FMS provider will ensure that all background checks required by KDADS Policy are completed on all employees of persons or families providing direct service for whom the FMS provider performs administrative duties.

B. FMS Provider will ensure that no employees of persons or families who provide services through this agreement are on the federal "Excluded Parties List."

C. FMS Provider will ensure that all employees of persons or families providing direct service have received a minimum of 15 hours of prescribed training or provide a written certification from Employer that each employee has been provided sufficient training to meet the needs of the person receiving the services. Training records or training certification must be available to Harvey-Marion County CDDO upon request.

D. FMS Provider will comply with all Kansas Medicaid and HCBS IDD program manuals and handbooks, rules, regulations, policies, and guidelines.

E. FMS Provider will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

APPENDIX E
Service Provider Capacity and Capacity Building

This Appendix supplements the HMCDDO Affiliation Agreement to address Service Provider Capacity and Capacity Building expectations.

I. CAPACITY DETERMINATION. Service Providers will determine their own capacity for service provision for each service they have affiliated to provide. Service Providers will provide this information in writing to HMCDDO.

II. SELF-LIMITED CAPACITY. Service Providers may limit capacity to serving a specific individual or two with whom they have an established relationship. For example, a provider of Limited License day supports may affiliate to provide limited capacity supportive home care only to the individuals receiving day supports through the limited license.

III. NOTIFICATION OF REACHING CAPACITY. Service Providers will notify HMCDDO in writing when they have reached capacity for providing a service they have affiliated to provide.

IV. NOTIFICATION OF AVAILABLE CAPACITY. Service Providers who have reached capacity, will notify HMCDDO in writing when they have developed or established capacity to serve additional individuals.

V. CDDO-AREA CAPACITY BUILDING. Service Providers agree to participate in HMCDDO-area capacity building activities together with representatives of the KanCare Managed Care Organizations, to identify service gaps and develop strategies to build capacity to meet identified service needs.

APPENDIX F
Provider Specialization

This Appendix supplements the HMCDDO Affiliation Agreement for the provision of specialized services.

Service Providers may specialize in service delivery as long as services are provided without discrimination due to the severity of any person's disability.

A. Examples of specialized services include, but are not limited to, the following: children's services, low vision services, supported employment services, respite care.
B. Within a service specialty, all persons served must be offered appropriate services without regard to severity of disability. The service provider is prohibited from discriminating due to severity of a person's disability.

Service Providers who affiliate for provision of specialized service must provide written description of their specialized service.

A. Written description of the service specialization must be provided to HMCDDO prior to affiliation.
B. Written description of service specialization must be available in the form of brochures and/or web-based resources.
C. Any revision to service specialization must be provided in writing to HMCDDO prior to implementation.