

CDDO OF SOUTHEAST KANSAS
CDDO AFFILIATION AGREEMENT
FOR COMMUNITY SERVICE PROVIDER

Table of Contents

	<u>Page #</u>
I. BASIC AFFILIATION AGREEMENT INFORMATION.....	2
II. PARTIES TO THE AGREEMENT.....	2
III. AGREEMENT PROVISIONS	
1. SERVICES PROVIDED BY AFFILIATE.....	3
2. ELIGIBILITY DETERMINATION.....	3
3. FUNDING.....	3
4. REPORTING REQUIREMENTS.....	4
5. BILLING AND BILLING DOCUMENTATION.....	4
6. LICENSURE AND MONITORING.....	4
7. INDIVIDUAL RIGHTS TRAINING.....	5
8. ANE REPORTING.....	5
9. INDEPENDENT CONTRACTOR.....	5
10. NON-DISCRIMINATION.....	6
11. INDEMNIFICATION.....	6
12. INSURANCE.....	6
13. ENFORCEMENT AND DISPUTE RESOLUTION.....	6
14. AGREEMENT AMENDMENT.....	7
15. SEVERABILITY.....	7
16. TERMINATION.....	7
17. HIPAA.....	8
18. GOVERNANCE.....	8
19. ENTIRE AGREEMENT.....	8
20. HEADINGS.....	8
21. NOTICES.....	9
22. SIGNATURES.....	9
 SCHEDULE A- SCHEDULE OF SERVICES	

I. BASIC AFFILIATION AGREEMENT INFORMATION

Affiliate:

Affiliate Agreement Year: FY 2016, July 1, 2015- June 30, 2016

Term of the Agreement: Effective July 1, 2015, terminate on June 30, 2016, or unless terminated as set forth in SECTION 17, TERMINATION, or Extended by written agreement.

- II. PARTIES TO THE AGREEMENT: THIS AGREEMENT is by and between CLASS LTD dba Community Developmental Disability Organization of Southeast Kansas, a private, not-for-profit Kansas Corporation, hereinafter referred to as “CDDO”, and Affiliate named above, hereinafter referred to as “Affiliate”.

WHEREAS, CDDO arranges to provide services for individuals with developmental disabilities pursuant to the provisions of the laws of Kansas; and

WHEREAS, the Developmental Disabilities Reform Act (DDRA) provides for the development of an organized network of community services statewide, with specific local organizations designated as Community Developmental Disability Organizations (CDDOs) in the Act; and

WHEREAS, CLASS LTD has been designated as the CDDO for the Kansas counties of Cherokee, Crawford, Labette and Montgomery and has entered into certain contracts with the Kansas Department for Aging and Disability Services (KDADS) and Kansas Department of Health and Environment (KDHE); and

WHEREAS, the contractual agreement(s) between CDDO and KDADS/KDHE may govern funding support for some services provided by this Agreement; and

WHEREAS, CDDO through this Affiliation Agreement with Affiliate wishes to designate Affiliate as a service provider for individuals with Intellectual and Developmental Disabilities (I/DD) who are residents of Cherokee, Crawford, Labette and Montgomery Counties. Affiliate’s designation as a service provider will be restricted to the county(ies) stated on its license from KDADS, if applicable. Affiliate may choose to limit its service area to certain counties by notifying CDDO in writing.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

III. AGREEMENT PROVISIONS

1. SERVICES PROVIDED BY AFFILIATE

During the term of this Affiliation Agreement, Affiliate shall be designated by CDDO as a service provider of services for individuals with I/DD. Authorized services are defined by the Kansas Home and Community Based Services (HCBS) Manual, Targeted Case Management Manual, CDDO contract, the CDDO Policies and Procedures or other relevant publications, law, rule, regulation or policy. In addition to those listed in the Kansas HCBS Manual, CDDO may impose reasonable restrictions or limitations on the amount of service provided. Affiliate must abide by all requirements of DDRA Rules and Regulations, CDDO Service Area Policies and Procedures, applicable provisions of CDDO's contract with KDADS/KDHE, or other governing authority.

The services authorized to be provided under this Affiliation Agreement and restrictions or limitations, are set forth in Schedule A, "Schedule of Services for Affiliation Agreement with CDDO of Southeast Kansas" which is attached to and is part of this Affiliation Agreement. If Affiliate provides Targeted Case Management (TCM), Affiliate shall coordinate with the Managed Care Organizations (MCO) to jointly develop and review the plan of care (POC).

Changing Services

Affiliate will provide at least thirty (30) day's notice to CDDO of its intent to add to or delete from the services it offers under this Affiliation Agreement. In addition, affiliate will provide at least thirty (30) day's notice of its intent to provide services in new or additional provider controlled sites such as group homes, apartments or work centers. CDDO may waive the thirty (30) day notice under extraordinary circumstances at the discretion of CDDO. Addition or deletion of services provided must also be in accordance with any applicable DDRA Rules & Regulations and CDDO area policies/procedures.

2. ELIGIBILITY DETERMINATION

Affiliate shall provide the herein above described services to individuals with I/DD. CDDO shall be responsible for determining those individuals eligible to be recipients of the services to be provided by Affiliate under this Affiliation Agreement.

3. FUNDING

Affiliate acknowledges that funding for services under this Affiliation Agreement are being made available for recipients through KDADS/KDHE or the Managed Care Organizations (MCO) contracting with the State of Kansas. Should such funding be reduced or no longer be made available for recipients, the level of services required of Affiliate under the Affiliation Agreement may be reduced proportionately or terminated.

4. REPORTING REQUIREMENTS

It is agreed by and between the parties that the Affiliate, with reasonable notice, will provide information, reports, data, investigation, monitoring or any other services in order to enable CDDO to comply with any current, amended or future rule, regulation, law, statute, or ordinance that governs any activity of CDDO or the Affiliate. The Affiliate further agrees that it will take no action or suffer any omission that will cause CDDO 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 during the term of this Agreement.

It is further agreed that Affiliate, with reasonable notice, will provide information, reports, dates, investigation, monitoring or other services that will enable CDDO to comply with all contractual obligations entered into by and between CDDO and KDADS/KDHE currently existing or in the future during the term of this Agreement and to take no action or suffer any omission that would cause CDDO to violate the terms of the CDDO contract, or current, amended or future rule, regulation, law, statute or ordinance that governs any activity of CDDO. Affiliate is responsible for determining and interpreting such requirements and is not relying on CDDO to make the Affiliate aware of any such legal requirements.

Affiliate must provide all requested information for any independent rate study conducted by KDADS/KDHE as required by the DDRA, *if required by the rate study parameters and guidelines*. Affiliate will be mandated to participate in such rate study as a condition of participation in the Medicaid program.

5. BILLING AND BILLING DOCUMENTATION

Affiliate agrees to submit or make available to CDDO written reports documenting services provided, if requested, regardless of whom is responsible for billing. Upon receiving reasonable notice, Affiliate agrees to provide to CDDO all requested information related to Affiliate's billing for services, receipts for services billed for, or other relevant information concerning billings and payments for services, in a manner, format, and reasonable time frame prescribed by or approved by CDDO. Records related to agreed upon services provided and accounting records will be maintained by Affiliate and shall be made available for review and inspections at all reasonable times by applicable federal, state and local agencies. CDDO may require that copies of such records be submitted to them. These will be maintained by Affiliate for a minimum period of four (4) years.

6. LICENSURE AND MONITORING

Affiliate agrees to maintain appropriate licensure and/or certification as may be required by CDDO and appropriate regulatory or licensing agencies. CDDO will evaluate and monitor the services provided by Affiliate and notify the Affiliate of any identified deficiency(ies) of the Affiliate in its roles as a community service provider. Affiliate agrees to cooperate, as applicable, with CDDO in CDDO's performance of quality

assurance (QA) reviews. Affiliate agrees to provide relevant information necessary for CDDO to adequately complete QA reviews.

7. INDIVIDUAL RIGHTS TRAINING

Affiliate will take proactive and remedial actions to protect the legal rights of all persons served as a result of this Agreement including being free from chemical restraint as defined by 42 CFR 483.450. Affiliate will train each employee concerning a person served's individual rights and responsibilities as outlined in DDRA Rule & Regulation 30-63-22, and, in addition, shall offer training at least quarterly regarding these rights and effective ways to exercise them to each person served, to the guardian if one has been appointed, and to the person's parents and other individuals from each person's support network. Affiliate will maintain evidence to document that this requirement is being met.

8. ANE REPORTING

Affiliate will comply with provisions of K.S.A. 39-1401 et.seq. and immediately report any incidents of suspected abuse, neglect or exploitation (ANE) directly to the appropriate Department for Children and Families (DCF) Protective Services and cooperate fully with all related investigations. Affiliate also agrees to not knowingly hire any individual with a history of abuse, neglect, assault, etc. Affiliate will follow necessary procedures to adequately check backgrounds of staff in this regard. Affiliate agrees to provide CDDO with copies of policies and procedures, if requested, regarding abuse, neglect and exploitation background checks for staff as well as make available to CDDO on request, evidence of compliance with the policies. In addition, Affiliate must report ANE information to the CDDO as follows:

- Report to CDDO information on any ANEs reported by Affiliate
- Report to CDDO any notices of reported ANEs received by Affiliate from DCF Protective Services/APS
- Provide CDDO with additional information, as requested, concerning corrective actions, investigations, follow-up, etc.

The format and process of such reporting will be determined by CDDO and Affiliate will be notified accordingly.

9. INDEPENDENT CONTRACTOR

In providing services under this Affiliation Agreement, Affiliate shall be deemed an independent contractor of CDDO and not an employee or agency thereof. Furthermore, Affiliate acknowledges that there are no workers compensation benefits, vacation, sick leave or insurance coverage. Affiliate is encouraged to purchase professional liability insurance.

Neither party shall be liable for the direct payment of any salary, wages, or other compensation to any employee performing services for the other party. Neither party, nor its officers, employees or agents shall be liable for the intentional or negligent acts of the other or of any officer, employee or agent of the other or damages directly or indirectly resulting therefrom.

10. NON-DISCRIMINATION

Affiliate agrees to not refuse, deny, make a distinction, directly or indirectly, or discriminate in any way against persons because of race, religion, color, sex, disability, national origin, ancestry or age.

11. INDEMNIFICATION

Affiliate agrees to assume responsibility for and to indemnify, protect, save and hold harmless CDDO from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees), imposed on, incurred by, or asserted against CDDO which in any way relates to or arises out of Affiliate's performance of the terms and conditions contained in this contract, unless caused solely by CDDO. If it is determined that inaccurate or inadequate information provided by Affiliate to CDDO for completion of a functional assessment on a person results in CDDO having funds recouped, Affiliate will be liable to CDDO for the amount of the recoupment. Affiliate further agrees to assume all risks and liabilities, whether or not covered by insurance, for loss, damages or injury to or death of any persons or damages to any property, in any manner arising out of, or incident to the performance of services required of Affiliate in this Agreement.

CDDO agrees to assume responsibility for and to indemnify, protect, save and hold harmless Affiliate from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees), imposed on, incurred by, or asserted against Affiliate which in any way relates to or arises out of CDDO's performance of the terms and conditions contained in this contract, unless caused solely by Affiliate.

12. INSURANCE

Affiliate must provide to CDDO evidence of current insurance coverage for General Liability, Vehicle Insurance (if applicable), Directors and Officers Insurance (if applicable), Professional Liability (if applicable), Workers' Compensation, and any other business related coverage. Affiliate must list CLASS LTD dba CDDO of Southeast Kansas as an additional/other insured under Affiliate's general liability insurance for services provided under this Agreement. Affiliate will ensure that any certificate of insurance listing CLASS LTD dba CDDO of Southeast Kansas as an additional/other insured is representative of an actual endorsement to the respective policy(ies). Affiliate must maintain applicable insurance in force, with CLASS LTD dba CDDO of Southeast Kansas named as additional insured, during the course of affiliation. Affiliate will maintain a minimum of One Million Dollars (\$ 1,000,000.00) of General Liability per occurrence coverage as long as this Agreement is in effect.

13. ENFORCEMENT AND DISPUTE RESOLUTION

Should Affiliate fail to maintain compliance with this or any relevant Federal

or State statute or regulation, or other regulation or requirement incorporated by reference, Affiliate will be notified in writing of any and all deficiencies in its role as an affiliate, or in the provision of services, or in any way failing to comply with this Agreement. CDDO will provide technical assistance as necessary. Affiliate will have thirty (30) days – or less time if the health and safety of person(s) served warrant – to address with a corrective action plan or resolve any deficiency as specified in the official notification. Should Affiliate fail in this responsibility, CDDO may take either of the following actions:

- A. Suspend Affiliate’s ability to provide services to additional persons
- B. Terminate this Agreement.

If Affiliate does not agree with any determination by CDDO, Affiliate may utilize the dispute resolution process outlined in CDDO Service Area Policy and Procedure on Dispute Resolution. If Affiliate chooses to pursue the dispute resolution process, CDDO will not invoke B above until the dispute resolution process is completed.

14 .AGREEMENT AMENDMENT

This Affiliation Agreement may be amended by supplemental writing approved and executed by duly authorized representatives of CDDO and the Affiliate. CDDO may submit an amended renewal Agreement with less than thirty (30) days notice if necessary or reasonable based on changes in contract with KDADS/KDHE, governing law, rule and regulation, or policy/procedure change.

15. SEVERABILITY

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

16. TERMINATION

In addition to the termination date stated in Section 1. BASIC AFFILIATION AGREEMENT INFORMATION, this agreement may be terminated under any of the following terms or occurrences:

- A. Affiliate may terminate this agreement at any time upon advance written sixty (60) days notice delivered to CDDO.
- B. CDDO may terminate this agreement upon written notice delivered to Affiliate should: (See 21. Notices for determination of delivery):
 - 1. the CDDO’s contract with the State of Kansas be cancelled or terminated;
 - 2. funding no longer be made available to CDDO to support continuation of services;
 - 3. CDDO demonstrates to the satisfaction of the Secretary of KDADS that continuation of this Agreement would seriously jeopardize CDDO’s ability to fulfill its responsibilities either pursuant to the CDDO contract or under

requirements of the DDRA or Kansas Administrative Regulations promulgated thereunder.

- C. Except as otherwise provided herein, should Affiliate be found in default or violation of any terms, conditions or covenants of this Agreement, it shall be deemed in breach thereof and CDDO shall notify Affiliate, in writing, of such default or violation, giving Affiliate reasonable time to cure such breach. Should Affiliate fail to cure such breach, CDDO shall have the right to terminate this Agreement by giving written notice to Affiliate of such termination and specifying the effective date of such termination.
- D. CDDO may immediately terminate this Agreement, for cause, for confirmed abuse/neglect/exploitation by Affiliate based on K.S.A. 39-1401, in which case no notice of termination is required.
- E. In the event Affiliate at any time shall lose its license, or its ability to provide any services required under this Agreement, CDDO may immediately and without notice terminate this Agreement.

17. HIPAA

Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA):

CDDO and KDADS/KDHE are covered entities under HIPAA, and CDDO must, by contract with KDADS/KDHE, require all entities, including affiliates and subcontractors which perform Covered Entity Functions on behalf of CDDO, and to whom CDDO discloses PHI received from KDADS/KDHE or created or received by CDDO on behalf of KDADS/KDHE, to agree to the same restrictions and conditions that apply to CDDO with respect to use and disclosure of such information. Therefore, in addition to this Agreement, affiliate must also enter into a separate Business Associate Agreement (BAA) with CDDO.

18. GOVERNANCE

This Affiliation Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

19. ENTIRE AGREEMENT

This Affiliation Agreement, the HIPAA BAA, and any other understandings reduced to writing, represent the entire agreement(s) between the parties hereto with respect to services required and supersedes any and all previous understandings, either oral or written, between CDDO and Affiliate regarding the same.

20. HEADINGS

Where used in this Affiliation Agreement, paragraph headings are included for convenience and ease of reference only. No heading or title ascribed to a paragraph or clause of this Agreement shall be interpreted or construed to define the scope of any duty or obligation set out in the paragraph or clause.

21. NOTICES

Any notice in writing required herein shall be addressed as follows:

CDDO _____

Affiliate:

CDDO of Southeast Kansas
PO Box 266
Columbus, KS 66725

Written notice will be considered as delivered according to the date of the official postmark of the mailing by the respective party.

22.SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the Affiliation Agreement the day and year above written. This agreement must be signed on behalf of the Affiliate by its Chief Executive Officer (CEO) or other properly authorized officer.

CLASS LTD dba CDDO of Southeast Kansas

Affiliate:

By: _____
Cliff Sperry, Vice President
for Administration and CDDO Operations

By: _____

Date: _____

Date: _____

(Written Name & Title)