

SOUTHWEST DEVELOPMENTAL SERVICES, INC.
COMMUNITY DEVELOPMENTAL DISABILITY ORGANIZATION
LOCAL FINANCE PLAN AGREEMENT
TERM: July 1, 2020 to December 31, 2020

The undersigned Consumer Service Provider (CSP) agrees to abide by the terms, conditions and covenants of this Local Finance Plan Agreement. The CSP agrees and acknowledges that its participation in the Local Finance Plan is subject, contingent and restricted to, the terms, conditions and covenants herein set forth.

This Local Finance Plan will apply only to services provided in the following counties of Kansas served by SDSI as CDDO: Barton, Finney, Grant, Greeley, Hamilton, Haskell, Kearny, Lane, Morton, Pawnee, Rice, Rush, Scott, Seward, Stafford, Stanton, Stevens, and Wichita.

The CDDO will determine who is eligible for the Local Finance Plan. Participation shall be based on availability of funds, approval of the CSP by the CDDO and the CSP must have a signed Agreement for Affiliation with the CDDO. The CDDO will determine the total amount of State Aid funds and County Mill Levy funds allocated to the Local Finance Plan. **All allocations are subject to the availability of funds.** The CDDO will solicit and consider input from the CSP and then establish service categories and rates for the Local Finance Plan which best meet the communities various service needs.

The CDDO will review the Local Finance Plan in November and June of each year. The CDDO will maintain a system that tracks and monitors service categories, rates, and a listing of individuals funded by the Local Finance Plan. The CDDO will be responsible for making monthly revisions to the Local Finance Plan and providing updated revisions to the CSP.

The term of this Agreement shall commence on the **1st day of July 2020** and terminate on the **31st day of December 2020**. This Agreement shall not be extended or renewed, except upon the express written agreement by both parties.

I. ALLOCATION

The CDDO will accept revisions to the Local Finance Plan monthly by utilizing the Local Finance Plan Revision Form (LFP-100). The revision must be emailed to the Chief Financial Officer (CFO) (cwikoff@sdsicddo.com) by 12:00 p.m. (noon) on the 10th of each month. For payment purposes, the CDDO will accept revisions backdated to the first day of the previous month and the individual must be in KAMIS. The CDDO will notify the CSP of approval and the availability of funds for allocation by the 30th of each month. If funds are not available, the CDDO will place the individual on the Local Finance Plan waiting list and notify the CSP.

II. SERVICE CATEGORIES

- 1. Transportation:** Subsidy to help cover costs not reimbursed by fees charged to the individual incurred with the provision of transportation for individuals receiving Day and/or Residential Services. Subsidy will not be paid on individuals who own, maintain and provide their own source of transportation or who choose not to access transportation provided by the CSP.

Coverage: Adults

Unit: One-month enrollment requires that Residential Services and/or Day Services have been provided during the month.

Criteria: Meets criteria for the I/DD system.

Rate: \$81.00 per month if Residential Services have been provided.

\$30.00 per month if Day Services have been provided.

\$111.00 per month if Residential & Day Services have been provided.

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2. Medicaid Ineligible Case Management Payment

SDSI has chosen through this finance plan to provide a cash payment based on units of service (herein "Units") provided for Medicaid Ineligible Case Management. The CSP is expected to provide sufficient case management services to meet the need of the individual even if the time exceeds the monthly cap. Furthermore, the CSP agrees to accept the Medicaid Ineligible Case Management Payment, under the Local Finance Plan, as payment in full and will not bill any other person or entity for any additional charges.

- A. Eligible CSP. CSP is providing services hereinafter described to children and adults who are not eligible for Medicaid TCM, but meet the criteria for I/DD System, may receive the payment authorized under this Section 2.
- B. Calculation of Unit. A Unit or Unit of Service shall be calculated as follows: billing time will be tracked for each person to whom services are provided by accumulating all minutes of service for the month for that month. The result is then divided by 15 (rounded to the nearest whole number) to determine the total Units for the month.
- C. General Services. Support provided to those individual who meet I/DD guidelines shall consist of the following services: (herein "General Services"), to-wit: Assessment, referral and related activities, monitoring and follow-up. Services in these categories shall assist the person or support network to identify, develop, select, obtain, coordinate, utilize and monitor paid services and natural supports to enhance the person's independence. Integration, productivity and community inclusion consistent with the person's needs and lifestyle preferences as outlined in the person-centered support plan. Payment from the Local Finance Plan for General Services will be kept at 10 Units (2.5 hours) per person per month. Payment shall be made at the rate of \$10.83 per Unit.
- D. Transition Services. When a Medicaid ineligible person is transitioning out of an institution, SDSI will allow up to 20 units (5 hours) for those case managers who are transitioning that individual back into the community. These 20 units may be incurred up to 30 days prior to a person leaving said institution. Please note that these additional units are only for Medicaid ineligible individuals, up to 30 days prior to discharge, the person must be leaving a Kansas institution, and the case manager must complete Form LFP-100. Case manager must notify the CFO of SDSI, in writing (an email will suffice), prior to using these units for case management. The CSP shall be calculated at the rate of \$10.83 per Unit.
- E. Person-Centered Support Plan. In addition to the foregoing Units, a CSP who actually prepares a person-centered support plan for a client may be paid from the Local Finance Plan for up to 20 Units (5 hours) per person per year, with payment to be made once a year. CSP shall not receive payment for updating or modifying a person-centered support plan. Payment shall be made at the rate of \$10.83 per Unit.

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TERM: July 1, 2020 to December 31, 2020

3. Adult Services (Tier 0)

SDSI has chosen through this finance plan to provide a cash payment for eight named adult individuals who are not eligible for the HCBS waiver. Effective December 1, 2017, all Tier 0 plans will be on a calendar basis with an effective start date of January 1, 2018. All existing Tier 0 plans will be invalid and a new funding plan must be submitted in December of each year. The individual finances of each individual funded will be part of the funding consideration for years after 2018. For billing purposes, you must use the Tier 0 Report provided by SDSI for reimbursement. Providers may submit an alternate billing template during the December submission of funding plans for CDDO approval. If billing template is not approved, providers must use SDSI's Tier 0 Report for reimbursement. Failure to receive a signed and approved Tier 0 plan by December 31 of each year will cause funding to cease effective January 1. Funding may resume beginning the first day of the following month of a CDDO approved funding plan. Services incurred after the expiration date and prior to the first of the following month will not be paid.

III. PLAN PARTICIPATION REQUIREMENTS

1. CSPs affiliated with SDSI which are licensed by KDADS (if required), and are serving one or more individuals may request and be authorized to participate in the Local Finance Plan. By participating in the Local Finance Plan and accepting payments under the Local Finance Plan, the CSP does hereby:
 - A. Accept the following rates and funding definitions.
 - B. Acknowledge that rates established subsidize funding received from various other sources (i.e.: HCBS-I/DD waiver, state grant funds, CDDO discretionary funds, private pay) and are not intended to be full payment for services. Therefore, SDSI will not require the provider to serve persons under subsidized categories who are not funded by the above listed sources. However, if the service is funded, the CSP will expand service capacity as needed regardless of availability of Local Finance Plan funds.
 - C. Agree to serve any individual currently funded with CDDO discretionary funds for the amounts specified on the individual's CDDO Funding Plan. Any CSP who fails to do so will no longer be eligible for any funding under the Local Finance Plan for any individuals served regardless of funding source.
 - D. Decide to not impose capacity limitations. Any contracting CSP who chooses to place capacity limitations on any service they provide shall not be eligible to receive payments for the Transportation subsidy from the SDSI Local Finance Plan. Notifications that capacity limitations have been implemented or removed must be received in writing by the CDDO. Accompanying the notification, the CSP must include a listing of all current clients receiving services from the CSP along with the maximum capacity limit. The listing must include the service categories for each client. Notifications will be considered effective the date it is received by the Chief Programs Officer (ssandoval@sdsicddo.com) of SDSI. Capacity limitation will remain in place for a minimum of one year. After one year, the CSP can then remove or modify the capacity limitation by notifying the CDDO, in writing, of the change. The change must include a listing of all current clients along with the services they receive. If, at any time, the CSP

has a reduction in clients served and desires to increase the number served back to the most recent capacity limitation, the CSP must notify the CDDO, in writing, of the request. The request must include a listing of all current clients along with the services they receive. The CDDO will add the CSP back to the choice list of options until the CSP, in writing, notifies the CDDO they are back to capacity. At that time, the CSP must also include a list of all persons receiving services. Services must be designated to each client (e.g. Day, Residential, TCM, etc.).

For the purposes of this Local Finance Plan **capacity limitations** on any service is defined as placing a limitation on the number of individuals served or placing a limitation for a geographic area the CSP serves. The CSP can only limit the geographic region they serve to the five contiguous counties in SDSI's Central Kansas Region (Barton, Pawnee, Rice, Rush & Stafford counties) or the thirteen contiguous counties in SDSI's Southwest Kansas Region (Finney, Grant, Greeley, Hamilton, Haskell, Kearney, Lane, Morton, Scott, Seward, Stanton, Stevens, & Wichita counties).

- E. Agree to submit(i) their annual audit or annual reports as required in their Agreement for Affiliation; and (ii) all other documentation and information as may be requested by the CDDO from time to time (herein "Required Reports"). Any contracting CSP Local Finance Plan for services performed or provided by the CSP from the date the Required Reports are due through the end of the month in which the Required Reports are received and accepted by the CDDO.
- F. Agree to remain in compliance with all federal and state payroll tax requirements. Any contracting CSP who is not in compliance with those requirements, including federal and state requirements for depositing and the reporting of all FICA, federal income tax withholding, federal unemployment tax, if applicable, state income tax withholding, and state unemployment tax for both current and all prior years shall not be eligible to receive payments from the SDSI Local Finance Plan.

Any contracting CSP who is not current with any and all federal and state payroll tax deposits including FICA, federal income tax withholding, federal unemployment tax, if applicable, state income tax withholding, and state unemployment tax for both current and all prior years shall not be eligible to receive payments from the SDSI Local Finance Plan until such time as all required deposits are made and proof of payment is submitted to the CDDO.

- G. Agree to update Tier 0 funding plans and submit to the CDDO on an annual basis.
- H. Agree to submit documentation declaring a person ineligible for Medicaid Ineligible Case Management. This documentation is provided to each family or may be obtained from the Clearing House. SDSI will also accept screen captures from KMAP. If from KMAP, CSP must write out why person is not Medicaid eligible (e.g. "Title 21 which doesn't cover case management"). This will apply to all new submissions for Medicaid ineligible case management effective July 1, 2018. SDSI reserves the right to request this documentation of any clients, and suspend payment, until such documents are received by the CDDO.

SOUTHWEST DEVELOPMENTAL SERVICES, INC.
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LOCAL FINANCE PLAN AGREEMENT
TERM: July 1, 2020 to December 31, 2020

- I. The Local Finance Plan will not pay for any services performed or provided by the CSP if the person for whom such services are performed or provided is incarcerated, hospitalized or housed either in a public or private intermediate care facility. This prohibition does not apply to TCM Services provided to a person transitioning out of said institution. The CSP shall not submit requests for payment for services for which are prohibited by this paragraph.
- J. For purposes of assuring CSP's compliance with the requirements of the Local Finance Plan and this Agreement, the CDDO may request from time to time, on a random basis without advance notice, such information and documentation as the CDDO may deem appropriate to verify the CSP's compliance with the Local Finance Plan. In the event of such request, the CSP shall promptly provide to the CDDO all requested documentation and information.

IV. PAYMENT

To receive payment for the **Categories**, the service provider will be required to email a legible statement of enrollment to the CFO (cwikoff@sdsicddo.com) of the CDDO by 12:00 p.m. (noon) on the 10th of each month. All changes occurring during the billing month must be listed separately on form LFP-100, showing date of admission, termination, or transfer of services. The CDDO will review all requested additions that have been submitted. The CDDO will make the requested adjustments to the finance plan including additions, if approved, and generate payment to the service provider for the individuals enrolled.

If two service providers provide the same service to an individual during the same month, the service provider who serves the majority of the month is entitled to the service payment for the whole month. If each provides services for exactly half of the month, each may claim a half unit of service. This should be noted on the detailed listing submitted to the CDDO.

To receive payment for the **Medicaid Ineligible Case Management Payment**, the service provider will be required to email a Medicaid Ineligible Case Management Monthly Reporting Form (Form LFP200) and individual case notes. Form LFP200, for the previous month, must be emailed to the CFO (cwikoff@sdsicddo.com) of the CDDO by 12:00 p.m. (noon) on the 10th of each month. PROVIDED HOWEVER, any services for which a payment request is not emailed by the date and time set forth herein, shall not be eligible for payment. The CDDO will regularly review all billings for Medicaid Ineligible Case Management and all documentation forms related to such billings to assure that services were appropriately provided and services, which were billed for, were provided. The CDDO will take necessary and prudent action in response to any deficiencies detected in that review process. Please note that a person from the CSP's billing department must sign the LFP200. The TCM is still responsible for the individual case notes. The LFP200 must be used for January 2017 billings and going forward. Any old versions of this form will be rejected.

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LOCAL FINANCE PLAN AGREEMENT
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1. All Local Finance Plan monies will be paid by automatic clearinghouse (ACH). All contracting CSPs must supply a form with their bank routing number and bank account number to the CFO by this date, or at time of enrollment if a new CSP. The CFO will create an ACH no later than the 14th of each month for automatic draft into the contracting CSP's bank account on the 15th of each month. If the 15th falls on a weekend or holiday, the payment may be allowed to be made electronically on the next available banking day following. The CSP must submit, electronically, a statement of enrollment to the CFO (cwikoff@sdsicddo.com) of the CDDO by 12:00 p.m. (noon) on the 10th of each month. If the CSP fails to submit their enrollment statement electronically by the 10th of each month, the CDDO has the discretion to not pay these funds or to wait until the following month to pay these funds through ACH.

V. CSP REPRESENTATIONS

Every CSP that either requests payment under the Local Finance Plan or receives payment under the Local Finance Plan does hereby warrant and represent as follows:

1. The services for which payment is requested have actually been provided or performed, in compliance with all governmental rules, regulations, statutes, laws and codes.
2. All expenses for which payment is requested were actually performed or provided in compliance with the Local Finance Plan.
3. All services for which payment is requested are eligible for payment under the Local Finance Plan and this Agreement.
4. The CSP is in full compliance with all terms and conditions of this Agreement.

VI. DEFAULT

1. In the event the CSP shall fail to perform any of the terms and conditions hereof or has breached any warranties and representations contained herein, the CDDO, at its option and without notice, may take the following action, to-wit:
 - A. Terminate this Agreement and CSP's participation in the Local Finance Plan.
 - B. Suspend for such period of time as the CDDO, in its sole and absolute discretion, deems appropriate, CSP's participation in this Agreement.
 - C. Recover from CSP, immediately upon demand by the CDDO, the amount of any payment made by the CDDO to the CSP for services which were not eligible for payment under the Local Finance Plan; PROVIDED FURTHER, in addition to the recovery of such payments through judicial proceedings, the CDDO may exercise set off against any future payments owing to the CSP under the Local Finance Plan until repayment has been made in full.

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LOCAL FINANCE PLAN AGREEMENT
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D. CDDO shall be entitled to recover all attorney fees and expenses incurred by the CDDO in the enforcement of this agreement or the recovery of payments owing from the CSP to the CDDO.

2. In the event of the CSP's default under the terms of this Agreement, CDDO, in its sole and absolute discretion, may suspend CSP's participation for such period of time as CDDO deems appropriate in any subsequent Local Finance Plan or Local Finance Plan Agreement.

The undersigned CSP does agree to the terms and conditions imposed upon the CSP under the terms of the Local Finance Plan and does further acknowledge that the CSP's compliance with all terms and conditions hereof is a condition to receipt of payment under the Local Finance Plan.

**Southwest Developmental Services, Inc.
Mark G. Hinde
President and CEO**

Signature: _____

Date: _____

***Affiliate Provider
Owner***

Signature: _____

Date: _____

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	2020 Jul – Dec Projection 6 Months
Funds Available	
Total county revenue per contracts	265,547
Less: funds used for CDDO Admin operations	(193,774)
Plus: funds from CDDO operations	89,442
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Balance of county funds	161,215
State Aid	163,531
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Total funds available for Finance Plan	<u>324,746</u>
 Expenditures	
Adult Services	15,652
Transportation Subsidy	278,982
Medicaid Ineligible Case Management Payment	31,190
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Total projected expenditures	<u>325,824</u>
Surplus (Deficit)	<u><u>(1,078)</u></u>