

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made this _____ day of _____, 20_____, between Flinthills Services, Inc. DBA CDDO of Butler County, a state-designated community developmental disability organization ("CDDO"), and _____ ("AFFILIATE") to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801 et seq., and its implementing regulations (collectively "the DD Reform Act").

1. **PURPOSE:** Through this Agreement, the parties desire to set out their respective obligations as CDDO 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. This Agreement is considered to be a sub-contract to the agreement entered into as provided in the Developmental Disabilities Reform Act between the Kansas Department of Aging and Disability Services (KDADS) and CDDO (the KDADS & CDDO Contract).
2. **DEFINITIONS:** The definitions used in the DD Reform Act, and in K.A.R. 30-63-01 et seq. and K.A.R. 30-64-01 et seq., as well as any defined terms referred to in the KDADS & CDDO Contract, are incorporated herein by reference, and are to be applied to any term not defined in this Agreement.
3. **TERM:** This Agreement is effective on the date written above and will continue until it is replaced by another written agreement signed by the parties or terminated as provided below.
4. **TERMINATION:** AFFILIATE may terminate this Agreement after giving CDDO at least 90 days written notice or a mutually agreed upon time for successful transition to new services of all people served. The CDDO may terminate this Agreement by written notice to AFFILIATE as provided in K.A.R. 30-64-22(f)(1-3). If AFFILIATE fails to maintain any licenses, certifications or Medicaid Provider Agreements or Managed Care Provider contracts that may be required by law or regulation in order to provide the services that AFFILIATE is to deliver under this Agreement.
5. **SERVICES TO BE PROVIDED:** AFFILIATE will provide those services selected on the attached Addendum A and will comply with any additional contractual duties relating to each service selected, as referenced on Addendum B and attached to this Agreement. All revisions to the services to be provided by AFFILIATE shall be documented in a revised Addendum A and effective as of the date the CDDO and AFFILIATE execute the revised Addendum A. Affiliate shall notify the CDDO in writing when at maximum capacity for any service(s) provided under this agreement and will notify the CDDO in writing when they can/will resume accepting referrals.
6. **DUTIES OF AFFILIATE:** In connection with the services to be provided, AFFILIATE must do the following:
 - a. Maintain compliance with all federal and state laws and regulations (including the DD Reform Act and KDADS policies) applicable to AFFILIATE during the term of this Agreement regarding the services to be provided, including any requirements of the Medicaid Provider Agreement. AFFILIATE will comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) standards.
 - b. Satisfy any licensing requirements necessary for AFFILIATE to provide services. If AFFILIATE loses its license to provide services, AFFILIATE will no longer be provided with funds for those services and will cooperate with the CDDO in assisting the transition of persons served to alternative service providers until all service needs are met.
 - c. Comply with all CDDO written procedures adopted pursuant to K.A.R. 30-64-21, and amendments to those procedures made during the term of this Agreement. AFFILIATE acknowledges it has received, or had an opportunity to review, current CDDO policies and procedures prior to execution of this Agreement. CDDO policies are available on the website www.cddobutlercounty.org.

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- d. Permit the Legislative Division of Post Audit, pursuant to K.S.A. 46-1001 et seq., KDADS Audit Services, or CDDO to access any records, documents or other information regarding the execution or performance of this Agreement.
- e. Comply with all applicable terms contained in the KDADS & CDDO Contract regarding community service providers. AFFILIATE acknowledges it has received, or had an opportunity to review, the current KDADS & CDDO Contract prior to execution of this Agreement.
- f. Comply with all service limitations and expectations as identified in Addendum B.
- g. AFFILIATE shall refer all initial contacts to the CDDO.
- h. AFFILIATE shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. This shall be addressed in an AFFILIATE ethics policy.
- i. During the term of this Agreement, AFFILIATE shall furnish CDDO in such form as CDDO may require, such statements, records, reports, data and information as CDDO may request, with reasonable notices, pertaining to matters covered by this Agreement. CDDO may also require, with reasonable notice, AFFILIATE representation at meetings pertaining to matters covered by this Agreement.
- j. AFFILIATE agrees to make any and all of AFFILIATE's records, books, papers, documents and data pertaining to matters covered by this Agreement, available to CDDO.
- k. Both parties will comply with the provisions of State and Federal regulations in regard to confidentiality of eligible participant records.
- l. AFFILIATE shall provide information in the biennial independent rate study conducted by KDADS as required by the DD Reform Act.
- m. AFFILIATE shall cooperate with all CDDO administrative activities including, but not limited to:
 - Single point of entry
 - Application
 - Eligibility determination and referral
 - Third party eligibility determination reviews
 - Gatekeeping
 - Dispute resolution
 - Council of Community members
 - Quality assurance
 - Quality enhancement
 - Funding management
 - Management of the Kansas Assessment Management Information System (KAMIS)
- n. AFFILIATE will begin serving an individual within sixty (60) days of being selected by such individual. If services have not been initiated within such sixty-day period, the CDDO will reconfirm the individual still wishes to select AFFILIATE.

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7. **DUTIES OF CDDO:** In connection with the services to be provided, CDDO will:
- a. Maintain compliance with all federal and state laws and regulations applicable to CDDO during the term of this Agreement regarding the services to be provided.
 - b. Maintain compliance with the KDADS & CDDO Contract and all CDDO written policies/procedures adopted pursuant to K.A.R. 30-64-21, and amendments to those policies/procedures made during the term of this Agreement.
 - c. CDDO will make available to AFFILIATE, upon request, the KDADS & CDDO Contract, as amended.
 - d. Serve as the single point of application, eligibility determination and referral for persons desiring community services in Butler County.
8. **ENFORCEMENT AND DISPUTE RESOLUTION:** Should AFFILIATE fail to maintain compliance with this or any relevant Federal or State Statute or 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. 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 the AFFILIATE fail in this responsibility, the CDDO may take appropriate action in accordance with K.A.R. 30-64-22 which may result in the following:
- a. Suspending AFFILATE’s ability to provide services to additional persons,
 - b. Imposing a fine of not greater than \$125/day,
 - c. Termination of this agreement.
- If AFFILIATE does not agree with any determination by the CDDO, AFFILIATE may utilize the dispute resolution process outlined in CDDO policy.
9. **FUNDING:**
- a. The parties acknowledge that funding to reimburse AFFILIATE for the services provided under this Agreement are made available through, and are provided under the terms of, the KDADS & CDDO Contract. The CDDO shall not owe any financial, funding or collection duty to AFFILIATE, except as to funds actually received by CDDO through the KDADS & CDDO Contract for services provided by AFFILIATE.
 - b. In the event funds provided to CDDO from state and/or federal sources are insufficient to pay the rates specified in the KDADS & CDDO Contract, the amount paid to AFFILIATE shall be reduced accordingly.
 - c. AFFILIATE understands and agrees that if an individual serviced by AFFILIATE moves to another provider or to another CDDO service area, the funds being paid to AFFILIATE will revert back to CDDO effective as of the date of the move. CDDO will be responsible for all questions that may arise when an individual moves from one provider to another.
 - d. The CDDO reserves the right to withhold payment of funds received for services provided by AFFILIATE if the CDDO determines AFFILIATE did not meet the requirements/guidelines of the service and places the CDDO at risk of recoupment. The CDDO will provide written notification of the decision and AFFILIATE has the right to appeal the decision per the dispute resolution policy.
10. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties acknowledge that AFFILIATE is acting as an independent contractor in providing services and performing the duties contemplated

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by this agreement, and that neither party is an agent, representative or employee of the other. As an independent contractor, AFFILIATE must provide for itself any insurance coverage, including workers' compensation insurance, and must pay all appropriate federal, state and local taxes and withholdings, and unemployment compensation. CDDO will not be responsible for withholding social security, or any federal, state or local income tax, or unemployment compensation from any payments that may be made by CDDO to AFFILIATE.

11. **INDEMNIFICATION:** AFFILIATE agrees to indemnify, defend and hold harmless the CDDO against any loss, damage or expense (including reasonable attorneys' fees) that is imposed on, incurred by, or asserted against, the CDDO that in any way arises out of AFFILIATE's failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws applicable to AFFILIATE's performance of its obligations under this Agreement and/or services provided to individuals. Any unlawful acts on the part of AFFILIATE or its officers, directors, agents or employees. The negligent acts, errors and/or omissions or the willful misconduct of AFFILIATE or its officers, directors, agents or employees. The material breach or default by AFFILIATE or its officers, directors, agents, or employees of any provisions of this Agreement. CDDO agrees to indemnify, defend and hold harmless the AFFILIATE against any loss, damage, or expense (including reasonable attorneys' fees) that is imposed on, incurred by, or asserted against, the AFFILIATE arising from CDDO's performance of its obligations under this Agreement to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of CDDO or its officers, directors, agents or employees. Any party seeking indemnification (the "Indemnitee") must promptly give notice of any such claim to the party from whom indemnification is sought (the "Indemnitor"). Indemnitor may resolve the claim or retain counsel to represent the Indemnitee in defense of the claim. Indemnitor may not consent to judgment of settlement unless the claimant gives Indemnitee an unconditional release from liability with respect to the claim. If the Indemnitor does not assume the defense, or otherwise resolve the claim, Indemnitee may protect its interests as it reasonably deems appropriate, and Indemnitor will promptly reimburse Indemnitee for any final judgment rendered and for all reasonable expenses incurred. A party's obligation to indemnify will survive after this Agreement is terminated.
12. **AMENDMENTS:** This Agreement may not be amended except in a written document which is executed by both parties.
13. **NOTICES:** All notices to CDDO and AFFILIATE shall be delivered to the addresses given below or such other addresses as later designated. All notices must be personally delivered, or shall be deposited in the U.S. mail, first class postage prepaid and will be deemed effective at the time of delivery or mailing.

CDDO: CDDO of Butler County	AFFILIATE:
2101 Dearborn Suite 301	
Augusta, KS 67010	
14. **CONFIDENTIALITY/HIPAA:** Both parties will comply with requirements in accordance with the current CDDO/KDADS contract and Business Associate agreement (BAA) as well as current State and Federal laws and regulations and amendments thereto. Attached to this agreement as Exhibit A is the BAA between KDADS and Flinthills Services, Inc. DBA CDDO of Butler County and the same is incorporated into and becomes a part of this agreement, the same is set forth in full herein.
15. **WAIVER OF BREACH:** Nothing herein shall be deemed waived or released unless in writing and signed by the parties, and the waiver by any party of a breach of provision of this agreement will not operate or be construed as a waiver of any subsequent breach by either party.
16. **ASSIGNMENT:** AFFILIATE may not assign, transfer or otherwise dispose of its rights and obligations under this Agreement without consent of CDDO.

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- 17. **GOVERNING LAW:** This Agreement will be interpreted under and governed by the laws of the State of Kansas.
- 18. **SEVERABILITY:** If any term or condition in this Agreement is declared invalid or unenforceable by a court with competent jurisdiction, the remaining provisions will remain in full force, and will be interpreted as if the invalid or unenforceable term were not contained in this Agreement.
- 19. **ENTIRE AGREEMENT:** This Agreement (including the Addendums) represents the entire agreement between the parties, and supersedes any previous understanding, whether oral or written, between the CDDO and AFFILIATE.

AGREED BY AND BETWEEN:

CDDO of Butler County

By: _____
Name: Nicole Hall
Title: Executive Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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ADDENDUM A

SERVICES TO BE PROVIDED

AFFILIATE will provide the services marked below, in accordance with all of the provisions set out in the Affiliation Agreement and will be authorized to request reimbursement for any such services that are provided in compliance with the Affiliation Agreement. The parties also will be bound by those supplemental duties relating to each such service as defined in the KDADS & CDDO Contract and/or Home and Community Based Services (HCBS) IDD Waiver Manual set out in Addendum B to the Affiliation Agreement.

- Assistive Services
- Day Supports
- Enhanced Care Services
- Financial Management Services
- Medical Alert
- Overnight Respite
- Personal Care Services
- Residential Supports
- Specialized Medical Care
- Supported Employment
- Supportive Home Care
- Targeted Case Management
- Wellness Monitoring

CDDO of Butler County

By: _____
Name: Nicole Hall
Title: Executive Director
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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ADDENDUM B

LIMITATIONS & EXPECTATIONS (Requirements for AFFILIATE):

- A. Training Requirements. AFFILIATE will assure that all staff providing direct services have a minimum of 15 hours of training yearly and are trained in reporting abuse/neglect/exploitation, confidentiality, and the rights of persons with developmental disabilities. Affiliate agrees to meet all applicable OSHA regulations.
- B. Background Requirements. AFFILIATE shall not employ or utilize the services of any individual who does not have a clear background check per K.S.A 39-2009 and KDADS policy which includes the following checks:
Department of Children and Families - Adult Protective Services (APS)
Department of Children and Families - Child Protective Services (CPS)
Kansas Nurse Aid Registry KDHE ANE Findings
Health Occupations Credentialing (HOC) criminal record check
Kansas Department of Motor Vehicle (DMV) record check
Office of Inspector General (OIG) check
Kansas Board of Nursing (if applicable)

The results of the background checks shall be available to the CDDO staff.

- C. AFFILIATE shall maintain all licenses, permits, certifications and insurance required by federal, state or local laws and regulations and immediately notify the CDDO if any required license, permit or insurance is cancelled, suspended, revoked or otherwise ineffective.

In addition, an AFFILIATE with a Limited License and Financial Management Providers shall maintain a minimum of \$500,000 in general liability Insurance and a fully licensed AFFILIATE shall maintain a minimum of \$1,000,000 in general liability insurance. If clients are transported during services provided under this Agreement, provider must maintain auto liability insurance with a minimum of \$500,000. CDDO shall be listed as an additional insured on AFFILIATE's general liability insurance policy and provide CDDO with proof of such coverage.

- D. AFFILIATE is solely responsible for correcting and/or addressing any issue leading to nonpayment and resubmitting the claim for service. The CDDO shall assist AFFILIATE as necessary in correcting claims but shall have no obligation to pay AFFILIATE for any delayed or denied claim.
- E. If the CSP receives \$750,000 or more in annual gross revenues, the CSP shall submit audited financial statements to the CDDO in accordance with Generally Accepted Accounting Principles (GAAP).

Affiliates solely contracted to provide Financial Management Service (FMS) are required to submit audits on a timeframe consistent with the State of Kansas requirements.

AFFILIATES that receive less than \$750,000 will annually submit: a Statement of Financial Position (Balance Sheet), Statement of Activities (Profit & Loss Statement) and a Statement of Cash Flows.

Audits/related documents must be submitted to the CDDO no later than nine (9) months following the CSPs fiscal year end. The audit must include any management letters provided by the independent auditor.

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- F. AFFILIATE must be in compliance with Kansas Worker's Compensations Act. Worker compensation coverage should be noted on the Certificate of Insurance.
- G. AFFILIATE and all employees, agents and representatives of AFFILIATE shall immediately report any incidents of suspected abuse, neglect or exploitation directly to the appropriate official body responsible for investigating such incidents including, but not limited to, the CDDO, Adult or Child Protective Services and Law Enforcement. The person's legal guardian, if one has been appointed, must also be notified unless such notification is likely to cause harm to the person served.
- H. AFFILIATE shall report all critical incidents including police involvement, concerns of abuse, neglect or exploitation, emergency room visits, hospitalizations and deaths to the CDDO. Adverse Incident Reporting (AIR) may also be required based on the current KDADS Adverse Incident Reporting and Management policy.
- I. AFFILIATE and all employees will report to the CDDO upon discovery any suspected or identified abuse, fraud or waste related to funds identified in this contract.
- J. AFFILIATE shall provide information to all person's served and their support network regarding the rights of people with developmental disabilities and how to access AFFILIATE's dispute process as well as the CDDO's dispute process at least annually.
- K. AFFILIATE agrees to bill for services provided on a timely, consistent, and regular basis – at least monthly.
- L. AFFILIATE cannot refuse to serve an individual based on the severity of their disability.
- M. AFFILATE's providing Targeted Case Management will coordinate care with representatives of the Managed Care Organizations. Including, but not limited to inviting them to participate in person-centered planning.