



AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made this 1st day of July, 20 , between CLASS LTD dba CDDO of Southeast Kansas, the state-designated Community Developmental Disability Organization (“CDDO”) for Cherokee, Crawford, Labette and Montgomery counties, 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 a sub-contract to the agreement entered into as provided in the DD 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 delivery of written notice to the CDDO at least sixty (60) days prior to termination or a mutually agreed upon time for successful transition to new service providers for all persons served by **AFFILIATE**. The CDDO may terminate this Agreement by written notice to **AFFILIATE** as provided in K.A.R. 30-64-22(f)(1-3). This Agreement may be terminated if any of the following occurs.
 - a. **AFFILIATE** fails to maintain any licenses, certifications or Medicaid Provider Agreements or Managed Care Provider contracts as required by law or regulation in order to provide the services that **AFFILIATE** is to deliver under this Agreement.
 - b. The CDDO may immediately terminate this Agreement in the event of a revocation or suspension of **AFFILIATE**’s license by KDADS pursuant to K.A.R. 30-63-14.
 - c. The CDDO may terminate Agreement if CDDO demonstrates to the satisfaction of the Secretary of KDADS that continuation of this Agreement will jeopardize the CDDO’s ability to fulfill its responsibilities either pursuant to the CDDO contract, requirements of the DD Reform Act or Kansas regulations.
5. **SERVICES TO BE PROVIDED: AFFILIATE** will provide those services selected on Schedule A and will comply with any additional contractual duties relating to each service selected.

A. Changing Services

- a. **AFFILIATE** will provide at least thirty (30) days' notice to CDDO of its intent to add to or delete from the services it offers under this Agreement.
 - b. **AFFILIATE** will provide at least thirty (30) days' notice of its intent to provide services in new or additional provider-controlled sites such as group homes, or service centers.
 - c. **AFFILIATE** will provide at least thirty (30) days' notice to CDDO of its intent to contract with additional Shared Living Home contractors.
- B.** CDDO may waive thirty (30) days' notice at the discretion of the CDDO. Additional or deletion of services must also be in accordance with any applicable DD Reform Act Rules and Regulations, Final Rule and CDDO policies.

6. DUTIES OF AFFILIATE: In connection with the services to be provided, **AFFILIATE** must:

- a. Maintain compliance with all federal and state laws, regulations, DD Reform Act, and KDADS policies applicable to **AFFILIATE** during the term of this Agreement regarding the services to be provided, including any requirement of the Medicaid Provider Agreement. **AFFILIATE** will comply with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA). In addition to this Agreement, **AFFILIATE** must also enter into a separate Business Associate Agreement (BAA) with the CDDO.
- b. Satisfy any licensing requirements necessary for **AFFILIATE** to provide services. If **AFFILIATE** loses its license to provide services, **AFFILIATE** will cooperate with the CDDO in assisting the transition of persons served to alternate service providers until all service needs are met.
 - a. CDDO will contact **AFFILIATE** upon notification of **AFFILIATE** losing their license to determine if they are working on a corrective action plan (CAP) or plan to close. If working on a CAP, CDDO will work with KDADS to determine next steps. If planning to close, CDDO will work with **AFFILIATE** on the transition of persons served to alternate service providers until all service needs are met.
 - b. If **AFFILIATE** receives a license with requirements from KDADS, the CDDO will suspend offering them as a choice until the **AFFILIATE** receives a full license.
- c. Comply with all CDDO written policies and/or 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/or procedures prior to the execution of this Agreement as requested. CDDO policies are available on the CDDO website www.cddosek.org.
- 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 as requested.

- f. Comply with all service limitations and expectations as identified in Schedule A.
- g. **AFFILIATE** shall refer all initial contacts from persons seeking services to the CDDO.
- h. **AFFILIATE** shall furnish CDDO in such form as CDDO may require, such statements, records, documents, reports, data, and information as CDDO may request, with reasonable notices, pertaining to matters covered by this Agreement. CDDO may require, with reasonable notice, **AFFILIATE** representation at meetings pertaining to matters covered by this Agreement.
- i. **AFFILIATE** Audits.
 - a. If the **AFFILIATE** receives \$750,000 or more in annual gross revenues, the **AFFILIATE** shall submit audited financial statements to the CDDO of SEK in accordance with Generally Accepted Accounting Principles (GAAP).
 - b. **AFFILIATE**s solely contracted to provide Financial Management Service (FMS) are required to submit audits on a timeframe consistent with the State of Kansas requirements.
 - c. **AFFILIATE**s 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.
 - d. Audits/related documents must be submitted to the CDDO no later than nine (9) months following the **AFFILIATE**'s fiscal year end. The audit must include any management letters provided by the independent auditor.
- j. **AFFILIATE** shall cooperate with all CDDO administrative activities including, but not limited to:
 - a. Single point of entry
 - b. Application
 - c. Eligibility determination and referral
 - d. Third party eligibility determination reviews
 - e. Gatekeeping
 - f. Dispute resolution
 - g. Council of Community Members (Community Council)
 - h. Quality assurance
 - i. Quality enhancement
 - j. Management of Basic Assessment and Services Information System (BASIS)
- k. **AFFILIATE** will begin serving an individual within sixty (60) days of notice of available funding and notification that individual has chosen such **AFFILIATE**. If services are not initiated within such sixty-day period, CDDO will reconfirm the individual still wishes to select **AFFILIATE**. **AFFILIATE** is not allowed to discriminate against any person because of the severity of their disability.
- l. **AFFILIATE** shall complete the following checks prior to the start of provisional employment:
 - a. Adult Protective Service (APS)
 - b. Child Protective Services (CPS)
 - c. Kansas Nurse Aide Registry (KNAR)

- d. Health Occupations Credentialing (HOC) criminal record check
- e. Kansas Department of Revenue (KDOR) or Motor Vehicle Registry (MVR)
- f. Other checks as required by KDADS

AFFILIATE shall retain documentation showing that the background check has been requested or completed in the paid or unpaid employee's file before provisional employment can begin. Subsequent background checks are required every two years.

m. ANE REPORTING: **AFFILIATE** will comply with provision 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 fully cooperate with all related investigations. In addition, **AFFILIATE** will report all ANE information to the CDDO as follows:

- I. Report any ANEs reported by **AFFILIATE**.
- II. Report any notices of reported ANEs received by **AFFILIATE** from DCF Protective Services/APS/CPS.
- III. Provide additional information as to outcomes of investigation, corrective actions, and any other follow up information as requested by CDDO.
- IV. Submit a General Events Report (GER) to the CDDO.
- V. Submit an Adverse Incident Report (AIR) to KDADS and to CDDO.

n. AIR REPORTING: **AFFILIATE** will submit AIR reports to KDADS within 24 business hours of incident and will provide a copy of the report to the CDDO by attaching it to the GER in Therap. AIR reports are required for the following incidents:

- a. All ANE reports
- b. Death
- c. Elopement
- d. Emergency medical care
- e. Law Enforcement involvement
- f. Misuse of medications which results in or could result in in serious injury or illness
- g. Natural disaster
- h. Seclusion
- i. Restraint
- j. Serious injury

o. Therap: **AFFILIATE** agrees to use Therap to submit General Event Reports (GERs) within 24 business hours of the incident. Therap will also be used for document storage. **AFFILIATE** will request access to Therap for their staff via email to the CDDO Director and Office Coordinator.

p. Preferred Method of Communication: **AFFILIATE** acknowledges that email is the preferred method of communication and agrees to maintain a current email address. **AFFILIATE** also agrees to check email, at a minimum, on a weekly basis.

7. DUTIES OF CDDO: In connection with 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 written CDDO policies and procedures adopted pursuant to K.A.R 30-64-21 and amendments to those procedures made during the term of this agreement.
 - c. Make available, upon request, the KDADS/CDDO Contract and any amendments to it.
 - d. Serve as the single point of application, eligibility determination and referral for persons desiring community services.
 - e. Make available, upon request, those individuals who are waiting for service; except those who have requested their name be kept confidential.
 - f. Provide regular updates regarding relevant KDADS information via emails and/or Affiliate meetings.
 - g. Provide access to Therap to all AFFILIATES.
8. **INDEPENDENT CONTRACTOR:** The parties acknowledge that **AFFILIATE** is acting as an independent contractor in providing services and performing the duties contemplated by the 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. Neither party, nor its officers, employees or agents shall be liable for the intentional or negligent acts of the other which result in damages directly or indirectly.
9. **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.
10. **IDEMNIFICATION:** **AFFILIATE** agrees to indemnify, protect, save, and hold harmless CDDO from any loss, damages, penalties, costs and expenses (including reasonable attorney's fees), imposed on, incurred by or asserted against the CDDO which relates to **AFFILIATES** performance of the terms and conditions contained in this Agreement, unless solely caused by CDDO. If it is determined that inaccurate or inadequate information provided by **AFFILIATE** to CDDO for completion of functional assessment on a person results in CDDO having funds recouped, **AFFILIATE** will be liable to CDDO for recoupment. **AFFILIATE** further agrees to assume all risks and liabilities, whether 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 the Agreement. CDDO agrees to assume responsibility for and to indemnify, protect, save, and hold harmless **AFFILIATE** from any loss, damages, costs and expenses (including reasonable attorney's fees), imposed on, incurred by or asserted against **AFFILIATE** which relates to CDDOs performance of the terms and conditions contained in this Agreement, unless solely caused by **AFFILIATE**.
11. **INSURANCE:** **AFFILIATE** must provide evidence of current insurance coverage to CDDO. In addition, **AFFILIATE** must list CLASS LTD dba CDDO of Southeast Kansas as an additional insured under **AFFILIATES** general liability insurance for services provided under this Agreement and **AFFILIATE** will ensure that any certificate of insurance clearly states this. **AFFILIATE** must 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.

12. ENFORCEMENT: Should **AFFILIATE** fail to maintain compliance with this or any relevant federal or state statute or regulation, or other regulation incorporated by reference, **AFFILIATE** will be notified in writing of any deficiencies in its role as an **AFFILIATE**, or in the provision of services, or any way failing to comply with this Agreement. CDDO will provide technical assistance as needed. **AFFILIATE** will be given the opportunity to address deficiencies 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 CDDO determination, **AFFILIATE** may utilize the dispute resolution process outlined in CDDO Policy Dispute Resolution.

13. AMENDMENTS: This Agreement may not be amended unless the parties agree to the amendment in writing and the document is executed by duly appointed representatives of the **AFFILIATE** and CDDO.

14. Notices: All notices to be provided under this Agreement must be in writing and sent to the address listed below or other such address as may be designated by the parties.

CDDO	AFFILIATE
CDDO of Southeast Kansas	
PO Box 187	
Columbus, KS 66725	

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 this agreement without the prior written consent of CDDO.

17. GOVERNANCE: This Agreement shall be governed by, construed, and enforced in accordance with 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, the remaining independent provisions will remain in full force and the agreement will be interpreted as if the invalid or unenforceable term/condition were not contained in the Agreement.

19. ENTIRE AGREEMENT: This document represents the entire agreement between the parties regarding the services and terms contained herein, and supersedes any previous discussions or understanding, whether oral or written, between CDDO and **AFFILIATE** regarding the same services and terms.

AFFILIATION AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the Affiliation Agreement on the date written above.

CLASS LTD dba CDDO of Southeast Kansas

AFFILIATE

By: _____ By: _____

Title: CDDO Director Title: _____

Email: amy.demoss@cddosek.org Email: _____

Date: _____ Date: _____