
CDDO Implementation Responsibilities KAR 30-64-22

<u>SECTION:</u> CDDO 10-001	<u>EFFECTIVE DATE:</u> 7-99	<u>REVISION DATE:</u> JUNE, 2006 REVIEWED MARCH, 2010 REVISED AUGUST 2018
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POLICY: Tri-Ko, Inc., as the Community Developmental Disability Organization (CDDO) for Miami, Linn, and Anderson Counties holds certain unique responsibilities that are distinctly separate and independent of service delivery. These functions include, but are not limited to, implementation of local procedures, collecting and reporting information to the Kansas Department for Aging and Disability Services (KDADS) and the Kansas Department of Health and Environment (KDHE), establishing and maintaining specific committees as directed by Article 64, and communicating impartially to eligible persons the availability of services and providers in the three county area.

Individuals are considered for services without regard to race, gender, gender identity, religion, national origin, age, ancestry, political affiliation, previous institutionalization, or severity of disability, except if the Secretary for Kansas Department of Aging and Disability Services (KDADS) determines that the person is inappropriate for community services because the person presents a clear and present danger to self or the community. All admissions are on a voluntary basis.

- PROCEDURE:**
1. All Community Service Providers (CSP) wanting to provide intellectual and developmental disability services to eligible persons in Anderson, Linn and Miami County CDDO area must be affiliated through a Tri-Ko, Inc. CDDO Affiliate Agreement. Requests to affiliate with the TRI-KO, Inc. CDDO must be submitted in writing by the CSP to the Director of CDDO Administration at the TRI-KO, Inc. CDDO.
 2. The CDDO will provide a checklist which details the specific documentation required.
 3. The Director of CDDO Administration will determine with the provider the specific services to be provided through affiliation with the TRI-KO, Inc. CDDO and develop an affiliation agreement. Execution of the agreement shall not be authorized until requesting affiliate has met all requirements for affiliation or has exhausted dispute resolution procedures in the event that agreement is not possible.
 4. Once the required documentation and a properly completed and signed Affiliation Agreement has been received by the TRI-KO, Inc. CDDO, the affiliate may commence providing services as specified within the agreement.
 5. The Tri-Ko, Inc. CDDO will coordinate with the affiliate to assure that all services are provided in a manner which:
 - a. Allows all persons equal access to services including individuals currently residing in a public or private Intermediate Care Facility but referred to the CDDO for possible community-based services;
 - b. Enables a person or the person's guardian, if one has been appointed, to choose

- the person's provider, and
 - c. Promote the efficient delivery of services within the service area.
- 6. Providers may specialize in services, if all persons are offered appropriate services without regard to the severity of each person's disability.
- 7. The Tri-Ko, Inc. CDDO reserves the right to refuse to enter into or continue an affiliation agreement with any provider:
 - a. Which refuses to accept the reimbursement rate for services provided it is at least equal to the service rate established by the Secretary of KDADS
 - b. Has established a pattern of failing or refusing to abide by the TRI-KO, Inc. CDDO's service area procedures pursuant to K.A.R. 30-64-21; or fails to comply with the CDDO affiliation agreement.
 - c. If the Tri-Ko, Inc. CDDO demonstrates to the satisfaction of the Secretary of KDADS that such an affiliation would seriously jeopardize the Tri-Ko, Inc. CDDO's ability to fulfill its responsibilities either under state and/or federal regulations or pursuant to its CDDO contract with the Secretary of KDADS.
- 8. The CSP must provide information to the CDDO including the following:
 - a. Information necessary for completion of the functional assessment for all persons served.
 - b. Funding Agreements for services provided with non-Medicaid funds.
 - c. Independent financial audits and any management letters generated as a result of the audit.
 - d. Any other relevant documentation needed to monitor services effectively.
- 9. The Tri-Ko, Inc. CDDO will require accurate paperwork from CSP's and corrections may be required at the time of each review to meet required deadlines.
- 10. The CDDO will ensure eligible persons and/or legal guardians applying for or receiving services are provided impartial information annually and immediately upon request regarding the following:
 - a. Types of community services and service providers available in the CDDO area. This information will be made available in written format (Choice Form) and will be explained verbally or otherwise if necessary.
 - b. The rights of persons served pursuant to the DD Reform Act and implementation regulations.
 - c. The dispute resolution process developed pursuant to KAR 30-64-32 and approved by the Council of Community Members.
 - d. The choice form and DD Reform Act information will be presented annually during the functional re-evaluation, or whenever requested. Choice forms and DD Reform Act Information will be mailed to the legal guardian, if unable to participate in the functional assessment meeting. The CDDO will follow up on choice forms that are more than 30 days past due.
- 11. The CDDO will promote an efficient delivery of services within the service area. This will be accomplished through monitoring services through the Quality Assurance Committee.
- 12. Tri-Ko, Inc. Board of Directors will be notified of all current affiliation agreements at least annually.