

**Dispute Resolution**  
**KAR 30-64-32**

<u>SECTION:</u> <b>CDDO 10-007</b>	<u>EFFECTIVE DATE:</u> <b>11-96</b>	<u>REVISION DATE:</u> <b>JUNE, 2006</b> <b>REVIEWED MARCH, 2010</b> <b>REVISED AUGUST 2018</b>
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**POLICY:** Tri-Ko Inc., as the designated Community Developmental Disability Organization (CDDO) for Miami, Anderson, and Linn counties, in conjunction with the Council of Community members shall develop and implement a dispute resolution process. This process will apply to all persons being served by the CDDO or by any community service provider affiliated with the CDDO.

- PROCEDURE:**
1. These procedures shall provide for persons being served by the Tri-Ko, Inc. CDDO or by an affiliated Community Service Provider with a means for resolving disputes which may arise between the following:
    - a. The person or person's legal guardian, if one has been appointed.
    - b. Other individuals from the person's support network.
    - c. The CDDO
    - d. The affiliated community provider or any other component of the community service system.
    - e. The CDDO and any other component of community service system that involves the CDDO including Community Service Providers.
    - f. The CDDO and any entity that requests to become an affiliated provider.
  2. Disputes may be presented to the Council of Community Members at either a regularly scheduled meeting or a special meeting. All requests for dispute hearing should be forwarded to the Chairperson of the Council for scheduling. The Council may choose not to review or hear a dispute unless documentation is presented indicating that all community service providers' specific internal grievance procedures have been exhausted. All actions of the Council of Community Members relative to dispute resolution activities will be scheduled within twenty (20) calendar days following receipt of written notice to the CDDO of dispute. All notifications of such activities will be communicated to each party using certified mail delivery. If mail delivery is not possible, other means of prior communication may be utilized, provided they can be duly witnessed and documented.
  3. The Council of Community Members shall attempt to resolve the dispute as presented in a manner that is agreeable to both parties. If consensus is reached, that recommendation will be documented in the Council's meeting minutes and considered resolved. In the event consensus cannot be reached, or should either party not carry out actions as agreed to in the process, the opportunity for the interventions into the dispute by a mediator, who has no decision making authority and is impartial to the issues being discussed, will be an option.
  4. Any fees charged by the mediator can be shared equally between the parties to mediation, but with a provision that a person shall not be denied mediation services solely because of an inability to pay the applicable fee. In instance where it is determined a person is not able to afford their share of the mediation expenses, the Tri-Ko, Inc. CDDO will apply contract funds to the unfunded portion of the person's obligation. In no case shall the fee requirement be modified or waived for mediation services provided at the request of another CDDO or community provider.
  5. Mediation shall be completed no later than 40 calendar days following the receipt of written

notice to the CDDO of a dispute.

6. Any party to the dispute may decline to enter into any process of mediation if that party chooses to proceed directly to the appeal procedures.
7. Any party to the dispute may withdraw from any mediation whenever that party believes further efforts at mediation will not likely result in the resolution of the dispute and the right of any party to the dispute to appeal to either of the following:
  - a. The governing board of the CDDO, or any other body that the board may designate, if the dispute involves the CDDO as a party. The board shall have 20 calendar days from the date of receipt of written notice of appeal to conduct any appropriate proceedings and issue a written decision concerning the issues in dispute. If the board fails to issue a written decision by the end of the 20-day period, the appeal shall be deemed to have been decided in the favor of the appellant. Each decision of the board shall be binding upon the parties unless either party further appeals to the commission as specified
  - b. Or the commission, unless the dispute involved the CDDO as a party, in which case the appeal shall first have been made to the governing board.
8. If the appeal is from a decision of the governing board of the CDDO, a written notice of appeal shall be delivered to the commission within 10 calendar days of the appealing party's receipt of the board's decision.
9. If the dispute does not involve the CDDO as a party, a written notice of appeal will be delivered to the commission within 60 calendar days following the CDDO's receipt of written notice of the dispute as specified in section 7A.
10. If either party chooses to appeal further, the CDDO Governing Board will refer parties to KDADS within 10 calendar days of the appealing party's receipt of the board's decisions.
11. KDADS reviews any relevant material and/or discusses the issue with the parties involved, to assist the parties in resolving the dispute and preventing similar disputes in the future. KDADS may require changes of policies, procedures, or practices of community service participants, in which case, the matter will be referred back to the local level so the situation can be rectified. KDADS may recommend corrective actions, a peer review process by community service participants, or other resolution guidelines.
12. If KDADS confirms the local decision, the party to the dispute will then be referred to the Office of Administrative Hearings (OAH). If disputes are filed directly to the OAH, KDADS may file a motion to dismiss so the summary review process can take place.
13. The results of Functional Assessments (i.e. tier changes) are not reviewed under K.A.R. 60-64-32, nor can they be appealed to OAH, as they do not directly affect services provided to the consumer and/or family. However, a tier change from 5 to 0 is considered a matter of eligibility and therefore may be appealed directly to OAH.
14. Nothing in the regulations shall be construed to limit the right of any person to bring any action against a CDDO, any affiliated community service provider, or any other individual or entity as may be permitted by law.