

2019

McPherson County CDDO Policy Manual



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McPherson County CDDO Policy

Policy #1: CDDO Implementation Responsibilities

POLICY: In accordance with the Developmental Disabilities Act and Kansas Regulation 30-64-22, the McPherson County CDDO is responsible for the following:

- collecting and reporting specific data to the Secretary of the Kansas Department for Aging and Disability Services (KDADS),
- organizing a community council and quality assurance committee,
- ensuring that all services provided in McPherson County provide equal access to all individuals with developmental disabilities,
- providing information annually to individuals applying for or receiving community services,
- ensuring that services provided in McPherson County are efficient,
- and that affiliate providers providing services in McPherson County abide by applicable procedures established.

PROCEDURES:

Data Collection and Reporting

1. An initial functional assessment form will be completed by the CDDO designee utilizing procedures detailed in Policy #3 Single Point of Application, Information, Referral, and Assessment.
2. A functional assessment completed by the CDDO designee will be completed annually for each individual receiving service or as required per State policy within 365 days of the previous functional assessment.
3. The CDDO designee will enter the functional assessment into KAMIS, the State's tracking system for individuals eligible and/or receiving IDD services.
4. The CDDO designee will forward processed information from KAMIS to affiliates for individuals utilizing their services.
5. The CDDO will forward copies of financial audits and any associated management letters to the Kansas Department for Aging and Disability Services (KDADS) as requested according to Policy #11 Financial Management.
6. The CDDO and its' designee will provide to the Kansas Department for Aging and Disability Services (KDADS) any other necessary and reasonable information needed and requested, in a timely manner, for the purposes of monitoring how services are provided in McPherson County.

Organization of Committees

1. The CDDO designee will organize a Council of Community Members according to the procedures outlined in Policy #12 Council of Community Members.
2. The CDDO designee will organize a Quality Assurance Committee according to the procedures outlined in Policy #4 Quality Enhancement and Quality Assurance.

Service Provision

1. The CDDO will provide for equal access to services for all persons eligible for Intellectual/Developmental Disability services in McPherson County according to procedures outlined in Policy #7 Gatekeeping and Policy #6 Uniform Access to Services.
2. All persons determined eligible for services will receive information regarding available community services and information about service providers and their rights pursuant to the Developmental Disabilities Reform Act and implementing regulations after eligibility is established by the CDDO designee.
3. Information will be presented to the individual and/or guardian in an understandable format. This information will be included in all options counseling requests. Options counseling can be provided in person or over the phone with a follow up mailing to the individual for completion of the forms.
4. Individuals on the waiting list or who are receiving services will receive this same information annually by the CDDO designee. This will occur either at the time of their functional assessment or when annual contact is attempted by the CDDO designee if waiting for services.
5. All individuals determined eligible for services, after receiving the information listed in procedure 2. and 3., will have the opportunity to choose a case management provider by completing a choice form and delivering it to the CDDO designee.
6. The CDDO designee will make a referral to the chosen case management agency. Once case management services begin, the individual's case manager will assist them in obtaining needed resources or services.
7. An individual's case manager will offer assistance, as requested, in exploring community service providers initially and as the need arises throughout the year by referring the individual to the CDDO for options counseling. Options counseling will be provided to individuals requesting it by the CDDO designee either in person or over the phone with a follow up mailing to the individual for completion of the form(s).

8. To promote the efficient delivery of services throughout McPherson County, the CDDO will establish service access request review procedures according to the procedures outlined in Policy #11 Financial Management.
9. The CDDO and its designee will facilitate communication with the managed care organization (MCOs) as needed to promote the efficient delivery and payment for services in the CDDO area.

Affiliate Providers

1. Each affiliate provider must have a signed Affiliate Agreement with the CDDO before any Home and Community-based Services (HCBS) funding can be accessed by the affiliate. An affiliate provider must abide by the Affiliate Agreement along with applicable CDDO policies.
2. The CDDO may refuse to enter into or continue an affiliate agreement with a community service provider who refuses to accept a reimbursement rate for services to be provided that is at least equal to that established by the Secretary of the Kansas Department for Aging and Disability Services (KDADS).
3. If an affiliate provider fails to abide by provisions in the affiliate agreement or CDDO policies, the designated CDDO representative will contact the affiliate provider to request an initial plan of correction.
 - a. If the affiliated provider demonstrates a pattern of failing to correct identified deficiencies, the CDDO will provide written notice to the provider describing the deficient areas, expectations for improvement, and a period of time during which corrections must be made.
 - b. If the affiliated provider fails to correct the identified deficiencies or if the affiliated provider's noncompliance creates a dangerous situation to the health, safety, or welfare of any individual or individual(s), the CDDO may take any or all of the following actions:
 - i. Place the affiliated provider on probationary status for a specified amount of time during which it is expected the affiliated provider will take immediate action to correct the deficiencies. During this probationary period, the affiliated provider may not accept new referrals.
 - ii. Suspend all or part of the payments provided by in the Affiliation Agreement.
 - iii. Implement any action allowed by the current Affiliation Agreement.
 - iii. Terminate the affiliation agreement.
4. If the affiliate provider refuses to develop a plan of correction or refuses to abide by any provisions in the affiliate agreement or CDDO policies, the CDDO reserves the right to terminate the affiliate agreement with the community service provider.

5. If by past or present practice, or the perceived likelihood of future practice, the CDDO believes entering into an affiliate agreement with a specific community service provider would seriously jeopardize its ability to fulfill its CDDO responsibilities; the CDDO will provide written documentation to that effect to the Kansas Department for Aging and Disability Services (KDADS).
6. An affiliate agreement will not be entered into until such time as the Secretary of KDADS has reviewed the information provided and has determined that an affiliate agreement would not jeopardize the responsibilities as the CDDO.

McPherson County CDDO Policy

Policy #2: Affiliation Process

POLICY: The McPherson County CDDO promotes the development of effective and efficient community services that afford choice and satisfaction of persons served and their families. The CDDO will affiliate with any requesting entity to provide services to eligible individuals if the requesting entity meets the qualifications for and abides by the Affiliate Agreement and applicable CDDO policies.

PROCEDURES:

1. Any entity that wishes to affiliate with the CDDO to provide services in McPherson County must complete the Affiliate Agreement, Provider Information form, and provide the required documents (i.e. current license or certification) by contacting the CDDO designee and requesting affiliation.
2. The CDDO designee will send an Affiliation Packet, which includes a checklist of requirements, to the requesting entity for review and completion.
3. When all required information and documentation has been received and reviewed by the CDDO designee, the Affiliation Agreement will be signed by all applicable parties.
4. The Affiliation Agreement and Provider Information form must specify services to be provided in McPherson County along with any coverage area specializations or service capacity for services if applicable.
5. After completion of procedure steps 3 and 4 above, the CDDO designee will add the entity's name and services to be provided by such entity to the McPherson County CDDO Services Guide and applicable choice form(s). The Services Guide will be used in instances of option counseling requests, provider exploration and changes, and community awareness.
5. While not required, contracting with the applicable Managed Care Organization(s) doing business in McPherson County will be necessary if the entity intends to bill Medicaid.
6. The CDDO may refuse to enter into or continue an affiliate agreement with a community service provider according to the procedures outlined in Policy #1 CDDO Implementation Responsibilities, Section Affiliate Providers.

McPherson County CDDO Policy

Policy #3: Single Point of Application, Information, Referral and Assistance

POLICY: The McPherson County CDDO shall be the single point of entry for persons needing information, referral, and assistance about developmental disabilities support services or accessing those services in our area.

PROCEDURES:

1. In response to any request made to the CDDO for information regarding resources or services in McPherson County, the designated CDDO representative, will provide applicable information, referral, and assistance and record this activity into the database.
2. If the request is regarding eligibility requirements, the CDDO designee will provide information regarding the definition of who is eligible as contained in K.S.A. 39-1803 and the State's applicable policy. An application packet will be sent to individuals requesting an eligibility determination.
3. The individual will be contacted at least once prior to their application request being placed in inactive status if the packet and all necessary documents are not returned within 6 months.
4. Eligibility determination will be completed for the applicant according to the Kansas Department for Aging and Disability Services (KDADS) policy and timeline therein.
5. Once determined eligible for developmental disability services; the CDDO designee will send a written letter indicating such along with the Eligible packet to the individual. This packet includes a Services guide for the CDDO area with information regarding available services and contact information for providers, a guide for choosing a provider, information regarding a person's rights under the Developmental Disability Reform Act, a survey to gather satisfaction data about CDDO performance, and a provider selection form – initially this would be a provider selection form for case management services.
6. When the applicant is determined eligible for developmental disability services, the CDDO designee will schedule a face to face meeting with the individual to complete the functional assessment and provide initial options counseling. During this initial interaction to schedule the meeting, the CDDO designee will offer options counseling for case management service selection if the individual desires; otherwise, it will be provided at the face to face meeting if the person prefers. The CDDO designee will follow the timelines for this initial connection and initial assessment as outlined in KDADS policy.

7. The CDDO designee will maintain a current list of all persons within the CDDO area who are eligible to conduct the functional assessment. Only persons who have completed the State approved training requirements according to their policy may conduct and submit functional assessments.
8. During the initial options counseling, the CDDO designee will provide impartial and reasonable assistance regarding Targeted Case Management (TCM) provider selection by reviewing the Services Guide with the individual and their guardian (if applicable) or advocate. Once a TCM provider is chosen, the completed provider selection form will be forwarded to the chosen provider. It is the provider's responsibility to inform the individual requesting services of all admission criteria, cost of services and admission decisions. The CDDO should also be provided this information if adverse action is taken by the provider toward the person's admission into case management services.
9. The CDDO designee will maintain a list of all persons who have been determined eligible for developmental disability services in McPherson County. Each person's name shall stay on this list until the person is receiving services; or until they provide a written request to withdraw their name from the list. All providers who are affiliates of the CDDO will have access to this list, through a written request made to the designated CDDO representative. Names of applicants who have requested their names not be shared with other providers will be withheld from the list that is shared with affiliates.
10. Written notification, including appeal rights, will be provided to individuals who have been determined ineligible for developmental disability services.
11. The designated CDDO representative and any agent who performs eligibility determinations will be trained using a training curriculum (available upon request) that meets the following criteria:
 - a. Developed by the CDDO and approved by the Community Council.
 - b. Includes information concerning all types of services available in McPherson County area along with information concerning the providers of those services.
 - c. Referral contacts for persons determined not to be eligible for developmental disability services.

McPherson County CDDO Policy

Policy #4: Quality Enhancement and Quality Assurance

POLICY: The McPherson County CDDO shall implement procedures to monitor the quality of local intellectual/developmental disability services.

A Quality Assurance Committee made up of persons served, their families, guardians, interested citizens, affiliate providers, and CDDO representatives shall be regularly convened to oversee and/or conduct such procedures.

The McPherson County CDDO shall ensure that each service provided by the CDDO or by any affiliate shall be:

1. Provided as specified within, and in a manner that is responsive to the person centered support plan under which that service is provided,
2. Provided in a manner that offers opportunities of choice to the person being served, and
3. Performed in a manner that ensures that all the persons’ rights are observed and protected.

PROCEDURES:

Quality Assurance Committee Implementation Procedures:

1. The McPherson County CDDO Council of Community Members shall serve as the Quality Assurance Committee.
2. The Quality Assurance Committee will meet at least twice a year to review quality assurance monitoring information. This may occur during the scheduled time of the Council of Community Members meeting. Quality Assurance Committee discussion and action will be recorded within the minutes identified as such.
3. The Quality Assurance Committee will review the following types of quality information:
 - a. Status of Person-Centered Support Plan results
 - b. Quality Indicator Survey results
 - c. On-site Quality Assurance Review results
 - d. Critical Incident and Abuse, Neglect, and Exploitation Monitoring results
 - e. Follow-up completed to address concerns from the results identified above.
4. The CDDO will be responsible for tracking and trending the information identified in #3 above and presenting it to the Quality Assurance Committee.

5. The Quality Assurance Committee will maintain written minutes of their meetings.

Status of Person-Centered Support Plan Implementation Procedures:

1. The CDDO will validate and record the most recent update (date) of the person served Person-Centered Support Plan at the time of the functional assessment meeting.
2. This will be completed for all persons actively receiving services from an affiliate provider.
3. The CDDO will record this information on a written form or electronically.
4. If the Person-Centered Support Plan is not current, meaning it has not been touched in the last twelve (12) months, the CDDO will follow-up with the appropriate service provider.
5. All follow-up will be recorded by the CDDO electronically.
6. Reports will be generated for tracking and trending purposes by the CDDO and reviewed by the Quality Assurance Committee. These results may be shared by the CDDO with other parties as determined applicable by the CDDO. For example, affiliate providers.
7. A more in-depth review of the person-centered support plan will occur through the utilization of the CDDO QA On-site Monitoring tool.

On-site Monitoring Implementation Procedures:

1. The CDDO shall arrange for on-site monitoring of services provided in the service area. The monitoring shall include day and living services, ensure that services which are paid for are provided, and services which are provided are paid for. The CDDO shall monitor for all points as applicable regarding person rights, progress toward independence, health and safety, and determine whether services enhance quality by ensuring the following: services are consistent with and responsive to the person centered support plan, the person was able to choose where to live, who to live with, what work or valued activity they want to do, with whom they want to socialize, what social, leisure, religious or other activities the person wants to do, and if choices are limited, the plan clearly states why and efforts to accommodate choices.
2. The CDDO will provide on-site monitoring through the utilization of a quality indicator survey and on-site monitoring review tool.
 - a. *Quality Indicator Survey Implementation Procedures:*
 - i. The quality indicator survey will be completed by the CDDO with the person at the time of functional assessment.
 - ii. The results will be recorded on a written form or electronically.

- iii. Any concerns that are determined to need follow-up that result from this survey will be followed up by the CDDO to the appropriate targeted case manager and/or service provider. If the CDDO determines a concern does not require follow-up, that determination will be recorded onto the form and/or electronically.
 - iv. All follow-up will be recorded by the CDDO electronically.
 - v. Reports will be generated for tracking and trending purposes by the CDDO and reviewed by the Quality Assurance Committee. These results may be shared by the CDDO with other parties as determined applicable by the CDDO. For example, affiliate providers.
- b. *On-site Monitoring Review Tool Implementation Procedures:*
- i. The CDDO QA On-site Monitoring tool will be completed by the CDDO through an on-site visit.
 - ii. Persons served will be selected for the on-site review via a random sampling process completed by the CDDO. A 10% sample per year broken out into quarterly reviews will be utilized.
 - iii. The CDDO will schedule the on-site visit with the person served and their support team at a time convenient for the person served and their support team and at a location where the person served receives service(s).
 - iv. The results will be recorded on a written form or electronically.
 - v. Any concerns that are determined to need follow-up that result from this on-site visit will be followed up by the CDDO to the appropriate targeted case manager and/or service provider. If the CDDO determines a concern does not require follow-up, that determination will be recorded onto the form and/or electronically.
 - vi. All follow-up will be recorded by the CDDO electronically.
 - vii. Reports will be generated for tracking and trending purposes by the CDDO and reviewed by the Quality Assurance Committee. These results may be shared by the CDDO with other parties as determined applicable by the CDDO. For example, affiliate providers.

Critical Incident Monitoring and Follow-up Implementation Procedures:

1. Each Community Service Provider shall report all critical incidents involving persons receiving services by agencies licensed or funded by Kansas Department for Aging and Disability Services (KDADS) online through the Adverse Incident Report (AIR) system following current State guidelines located on their website.

2. The Community Service Provider must submit a copy of the Adverse Incident Report (AIR) or email containing the report information to the CDDO and the applicable State licensing designee (if applicable) within 24 hours of filing the incident report into the State's reporting system.
3. It is the responsibility of the community service provider to share the incident report with the person's served support team as the community service provider deems appropriate and necessary.
4. The CDDO will log the critical incident information electronically. A copy of the AIR Report will be maintained in the person's file as well.
5. Any critical incidents that are determined to need follow-up will be followed up by the CDDO to the appropriate targeted case manager and/or service provider. If the CDDO determines a critical incident does not require follow-up, that determination will be recorded electronically.
6. All follow-up will be recorded by the CDDO electronically.
7. Reports will be generated for tracking and trending purposes by the CDDO and reviewed by the Quality Assurance Committee. These results may be shared by the CDDO with other parties as determined applicable by the CDDO. For example, affiliate providers.

Abuse, Neglect, and Exploitation (ANE) Monitoring and Follow-up Implementation Procedures:

1. Each Community Service Provider shall report all abuse, neglect, or exploitation reports involving persons receiving services by agencies licensed or funded by Kansas Department for Aging and Disability (KDADS) following current State law and guidelines.
2. The Community Service Provider must submit a copy of the Adverse Incident Report (AIR) or email containing the ANE report information to the CDDO and the applicable State licensing designee (if applicable) within 24 hours of filing the ANE incident report into the State's reporting system.
3. It is the responsibility of the community service provider to share the ANE incident report with the person's served support team as the community service provider deems appropriate and necessary.
4. The CDDO will log the ANE incident information electronically. A copy of the AIR Report will be maintained in the person's file as well.
5. All ANE incident reports will be followed-up by the CDDO with the applicable provider(s). The CDDO will seek provider assurance they have corrected or are actively in the process of correcting the cause of any confirmed violations.

6. All follow-up will be recorded by the CDDO electronically.
7. A copy of the Child or Adult Protective Services Community Service Provider finding stating the results of the investigation must be submitted to the CDDO, as well as a copy of any corrective action plans requested by Kansas Department for Aging and Disability Services Quality Management.
8. Reports will be generated for tracking and trending purposes by the CDDO and reviewed by the Quality Assurance Committee. These results may be shared by the CDDO with other parties as determined applicable by the CDDO. For example, affiliate providers.

McPherson County CDDO Policy

Policy #5: Provider Change

POLICY: In response to regulation K.A.R. 30-64-23 amended February 1, 2002, this policy attempts to give access to an impartial person and a set of logical steps to guide individuals through service provider(s) selection decisions. The form and decision-making steps may, however, be used at any time to assist individuals to develop and explore alternatives. The process impartially and fairly assists the individual and those whom they are close to.

The following procedures are mandatory when an individual and/or their guardian, if one is appointed, say:

- They want to change service providers.
- They want to make service provider alternative exploration a goal in their person centered plan.
- During the review of Developmental Disabilities Reform Rights that they are interested in a service provider change.

PROCEDURES:

Provider Dissatisfaction

1. Individuals expressing specific concerns related to service dissatisfaction with a provider's services should be supported to use current provider internal customer satisfaction/quality assurance processes.
2. Should the individual choose not to contact a provider regarding service dissatisfaction, the CDDO will seek permission to do so on their behalf.

Decision Making Process

1. If the individual clearly qualifies under one of the purpose criteria above noted, the following steps shall be followed.
2. If there is a provider currently providing services, the individual or guardian or both shall notify the CDDO designee.
3. The CDDO designee will facilitate values and goals identification and alternative brainstorming.
4. In the event that the CDDO is determined to potentially have a bias, special interest or other circumstances prevail, a representative from an independent third party will act as a consultant.

5. The CDDO designee will initiate the decision-making process with the individual, guardian if applicable, and interested family or friends with the individual's permission.
6. The individual will define how and with whom they will gather the information from or about the alternatives. If a provider choice is being made, the information must be gathered directly from each of the alternative providers.
7. More alternatives may be added if more are discovered during the information gathering process.
8. A consultant may or may not be included in this phase of the process based on the individual's preference.
9. Information gathered may be logged onto the decision making worksheet as its gathered or after the process from the individual and team's recall.
10. Information should be gathered from the individual's recall if exploration has occurred prior to initiation of the provider change/decision making process.
11. The outcome should reflect from the individual's perspective whether the alternative(s) are likely to assist in fulfilling the individual's values and goal(s).
12. Interviews might not follow the entire process in the event that the individual has considered what is important and done service exploration, though the CDDO designee shall offer and seek to ensure the individual understood service options and provider selection rights.
13. Once the decision is made, all relevant participants, including, but not limited to the case manager, existing provider, new provider, and Managed Care Organization designee, will be notified in writing by the CDDO.
14. The provider(s) chosen shall negotiate with the individual regarding service transition/start dates as needed in coordination with the case manager.

Concerns during Provider Change Process

1. If, at any time, concerns arise suggesting to the CDDO designee that the individual served and his/her legal guardian(s) disagree, the CDDO designee will assure the individual is participating in making decisions, being encouraged to develop the skills to make decisions, and expressing his/her own desires and personal values.
2. The CDDO will seek to assure the individual's personal, civil, and human rights are protected.
3. The CDDO may provide information regarding individual rights and guardianship law.
4. The CDDO may provide information from the National Guardianship Program on ethical responsibilities to assist the individual in developing their abilities and capabilities, recognizing rights to self-determination, and encouraging the individual's participation in decision making. This also includes making judgements giving full consideration of what the individual would decide if he/she could.

5. The CDDO reserves the right to request assistance outside the I/DD system to mediate differences with the guardian or to support the individual with self-advocacy in the event that it appears the guardian has not ascertained the preferences, opinions and beliefs of the person and applied them to the decision.
6. In the event that one of the following or similar activities are active that may jeopardize the individual's safety, rights or services a provider change may be delayed by the CDDO until the issues is resolved or risks subside:
 - Abuse, Neglect, or Exploitation investigation
 - Medicaid, Medicare, etc. Fraud investigation
 - Criminal investigation
7. Unless extenuating circumstances prevail, an individual shall be urged to stay with a decision for a minimum of 90 days before seeking a new change.
8. All individual's seeking a provider change will be entered into the CDDO's recordkeeping system. If necessary, the CDDO designee will contact the individual to assess their satisfaction with their decision and provider(s).

McPherson County CDDO Policy

Policy #6: Uniform Access to Services

POLICY: In response to regulation K.A.R. 30-64-25, the McPherson County CDDO shall insure uniformity in access to services. The CDDO will insure that no developmental disability community service provider (CSP) otherwise qualified to provide service to persons with an intellectual/developmental disability discriminates in the selection for or delivery of service to that person because of the severity of the person's disability, except if the Secretary of the applicable division of Kansas government has determined that the person is inappropriate for community services because the person presents a danger to self or to the community.

PROCEDURES:

1. The CDDO and a community service provider (CSP) may voluntarily agree that the CSP will only provide specific kinds of service as long as everyone in McPherson County CDDO's service area, who needs community services, has access to them regardless of the severity of their disability.
2. CSP(s) may specialize in services (for example case management to children only), but cannot specialize based on severity of an individual's disability.
3. The CDDO shall not require any CSP to accept more persons than the CSP can effectively serve. If a CSP elects to set a maximum capacity, this must be stated in the affiliation agreement by the CSP.
4. The CSP and CDDO shall communicate regarding capacity, specialization and potential for growth.
5. The CDDO shall review all referrals to community service providers that have not been accepted for services.
6. If a person feels that he/she has been discriminated against with regard to provision of services, the person with the assistance of an advocate as needed, may access the CDDO's Appeal & Dispute Resolution Process.
7. The CDDO shall monitor the waiting list as it is made available, for potential service needs and trends for referrals not accepted and referred outside the CDDO area.

McPherson County CDDO Policy

Policy #7: Gatekeeping

POLICY: In response to regulation K.A.R. 30-64-29, the McPherson County CDDO shall review persons living in or seeking service in its' service area who apply for admissions to a private or public Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID).

PROCEDURES:

1. The CDDO designee will review the following: (a) Persons living in the McPherson County CDDO service area who apply for admission to any ICF/IID, and (b) Persons living in Kansas State Hospitals applying for admission to any ICF/IDDs in McPherson County CDDO's service area. Such requests must be shared with the CDDO designee.
2. The CDDO designee will determine if the person meets the definition of intellectual disability contained in applicable statute, regulation, or CDDO Contract, and if they meet the criteria for admissions to an ICF/IID by completing the current statewide tool for functional eligibility assessment.
3. The CDDO designee will assure the person (their guardian, family and support network) is assisted to understand the various community service options and determine if placement in an ICF/IID is consistent with the person's preferred lifestyle. Assistance can occur through person-to-person contact, other forms of interactive technology, or phone consultation meetings.
4. If appropriate funding is available and it is determined community services could meet the eligible person's needs, the person and their support network will be informed of the services of such and he/she/they will be offered assistance with the referral(s).
5. After reviewing community service options and the person requesting service continues to desire ICF/IID placement, the steps contained in the applicable gatekeeping/institutional transition policy from the State will be followed.
6. The CDDO designee shall annually review persons living in private ICF/IIDs in its service area. This will be done using the current statewide tool for functional eligibility assessment. The results of that assessment will be forwarded/shared with the CDDO responsible for the person's home county. Home County is defined in accordance with applicable statute, regulation, and CDDO contract.
7. Annually, the CDDO designee will make available information about community based services and providers to persons and their guardian, if appropriate.

8. Based on notification from CDDO's conducting annual reviews for persons in ICF/IIDs with McPherson County CDDO identified as Home County CDDO, the CDDO designee will provide area service and rights information to area family members or guardians.
9. The Secretary of the applicable division of Kansas government shall be notified by the CDDO designee of any person it believes should not be served in the community setting because that person presents a danger to himself/herself or others even when provided appropriate community services.

McPherson County CDDO Policy

Policy #8: Continuity and Portability of Services

POLICY: In response to regulation K.A.R. 30-64-28, the McPherson County CDDO ensures that any eligible individual receiving State supported services may move from one Kansas community service provider (CSP) to another, including moves to another CDDO area within Kansas, without losing the federal/state funding currently available for that person.

PROCEDURES:

1. Requests to move to another CDDO or to another community services provider (CSP), by an individual receiving funding for Home and Community Based Services - Intellectual/Developmentally Disabled (HCBS-I/DD), must be directed to the CDDO designee.
2. For requests to change to another CSP, please refer to Policy #4: Provider Change.
3. For requests to move to another CDDO area, once the CDDO designee has received the request, the applicable transfer information will be completed and processed according to the Commission's applicable transfer or portability policy and prevailing CDDO contract specifications. This can include, but not limited to, the CDDO designee sharing the person's Functional Assessment via the State's database system of record, completing the transfer form along with gathering applicable records, and providing this to the new/receiving CDDO.
3. The Case Manager should notify the individual's Managed Care Organization designee of the transfer.

McPherson County CDDO Policy

Policy #9: Discharge

POLICY: The McPherson County CDDO shall seek to assure that no qualified person participating in community services covered by the CDDO Contract is discharged from service except for a reason permitted by Law, Regulation, or State Policy.

PROCEDURES:

1. Permanent discharge by the McPherson County CDDO shall not be permitted except for the following reasons.
2. The person and the person's guardian, if one has been appointed, requests permanent discharge from the McPherson County CDDO and affiliated services. This may be done without a 30-day notice and without notification of the Managed Care Organization and the State of Kansas. If the person requires other continuous services and requests assistance, the CDDO designee will assist the person with referral for alternative services.
3. The Secretary of KDADS determines the person to be inappropriate for community services based on a finding that the person presents a clear and present danger to self or others in the community.
4. If public funding for all services is no longer available.
5. If the person has available private funds and the person does not pay charges for items specified within a written service agreement.
6. A person refuses to apply for and fulfill qualification requirements (i.e. report assets, cooperate with assessments, etc.) for Medicaid or other funding resources for all services requested, if they are unable to private pay for all services needed.

McPherson County CDDO Policy

Policy #10: Statewide Waiting List

POLICY: In response to regulation K.A.R. 30-64-30, the McPherson County CDDO shall review the waiting list as it is made available to the CDDO by the Kansas Department for Aging and Disability Services (KDADS). Individuals determined eligible, willing to accept service when available or when supporting funds are not available, will be placed on the statewide waiting list.

PROCEDURES:

1. The CDDO designee will enter the appropriate response to the applicable question(s) in the State’s designated system of record to identify that the person desires to be placed on the Statewide Waiting list for service access. This question will be asked of the person and his/her applicable support network at the time of the functional assessment meeting.
2. The CDDO designee will ensure that each person who has applied for services, has been determined eligible for services, and agrees to accept services when available or because supporting funding is not currently available, will receive the following services: (a) Information, referral, and assistance to community agencies that may be able to provide any type of support or assistance appropriate to the needs of that person until services can be arranged to be provided; and (b) Reported to the Secretary as waiting to access services.
3. When funding becomes available, KDADS will notify the individual and the guardian, if applicable, by letter informing them that waiting list funds/offer is available. The individual and/or guardian must sign and return the notification form indicating if they choose to accept or decline funding.
4. Once KDADS has notified the CDDO designee of the names of individual(s) receiving waiting list offer(s), the CDDO designee will attempt to make contact with the individual and/or guardian and/or Case Manager to assist them in completing the notification form and encouraging them to return it as soon as possible.
5. If the waiting list/service access offer is accepted by the individual and/or guardian, the CDDO designee will complete the functional assessment tool (if necessary) and provide Options Counseling to the individual and/or guardian.
6. Once the provider(s) selection process has been completed, the CDDO designee will notify the Case Manager, applicable community service provider(s) (CSPs), and Managed Care Organization designee. This will include receipt of the 3160 Form from KDADS.

McPherson County CDDO Policy

Policy #11: Financial Management

POLICY: The McPherson County CDDO will expend funds received pursuant to its Contract with the Secretary of KDADS in accordance with the terms of the Contract and related Articles.

PROCEDURES:

Audits

1. The CDDO shall provide for an annual audit, such audit type as afforded to the McPherson County Commission, conducted in accordance with all applicable general accounting procedures. Such audit will be available to KDADS as requested to verify expenditure of state funds.
2. The CDDO shall require all affiliate organizations providing services in McPherson County to provide a certified public audit sufficient to satisfy audit guidelines.
3. The CDDO or any affiliate of the CDDO providing services in the CDDO area, shall not transfer funds received through this contract to any other entity, except as authorized by that contract or related affiliate agreements, or as otherwise expressly authorized in advance, in writing, by KDADS.

Funding Review process

1. A funding review process will be established by the CDDO.
2. This process should include monitoring and recommendations for allocation of funding available through the KDADS/CDDO Contract including HCBS crisis and exception funding requests and State Aid; and grievances/appeals related to funding issues.
3. The person's information shall be presented in a format convenient for the CDDO designee's review via the appropriate funding request form. Supporting documentation requirements, including, but not limited to, completion of the initial and signature lines on the funding request form must be provided. Current KDADS policy outlining the process for their final decision-making on all crisis and exception requests will be followed.
4. Provider(s) representatives requesting State Aid funding access, separate of the current fiscal year CDDO distribution plan committed funds, will be made in writing to the CDDO designee.

5. Written correspondence will be sent to each person/family/legal guardian and service provider(s) as needed to inform of the CDDO's recommendations for funding.
6. If the CDDO designee recommends denial of the request, the McPherson County CDDO Appeal and Dispute Resolution policy and rights will be included in the written correspondence.
7. Reports will be provided as outlined in current CDDO contract and/or KDADS policy.

Appeals related to funding decisions and allocations

1. Appeal rights will be provided to individuals who have been denied funding.
2. This will include a copy of the Appeal and Dispute Resolution policy as defined within the McPherson County CDDO Policies.
3. Funding reductions as a result of allotment should be appealed to KDADS. In these cases, funding continuation during the appeal process will be determined by KDADS.

Priority selection procedures for serving persons from the waiting list

1. State policy requires CDDOs serve individuals from the waiting list on a first-come, first-serve basis unless crisis or exception requires otherwise.
2. If it is determined funds are sufficient to serve anyone applying for and needing community IDD services, persons will be served on a first-come, first-serve basis.
3. If it is determined, funds are insufficient to serve everyone applying for and needing community IDD services, persons determined in crisis or meeting funding exception criteria will be served first.
4. The current contract between the CDDO and KDADS will provide additional information and clarification of access to services criteria.

McPherson County CDDO Policy

Policy #12: Council of Community Members

POLICY: In response to regulation K.A.R. 30-64-31, the McPherson County CDDO shall establish a Council of Community Members.

PROCEDURES:

1. See the McPherson County CDDO Council of Community Members By-laws.

Section 1 – NAME

The name of the Council shall be the COUNCIL OF COMMUNITY MEMBERS herein after referred the “Council”.

Section 2 – PURPOSE

The purpose of the McPherson County Community Developmental Disability Organization (CDDO) Council of Community Members is:

1. To provide comment, which may be written, to the McPherson County Commission regarding the McPherson County CDDO Policies and Procedures that implement the requirements of the regulations in effect for the DD Reform Act.
2. To express opinions and make suggestions and recommendations to the McPherson County Commission concerning any service issue, including:
 - a. The types of service being offered by the various providers within the service area, and the manner in which those services are being provided.
 - b. Overseeing the development and implementation of the dispute resolution procedures used by the McPherson County CDDO.
 - c. Overseeing the development, implementation, and progress reporting as to local Capacity Building Plans, in accordance with guidelines provided by K.A.R. 30-64-31.

Section 3 – MEMBERSHIP

The membership of the Council will be comprised of the following:

1. A minimum of 51% of the Council, shall be persons with a developmental disability, family members, or guardians of a person with a developmental disability.
2. The Council Membership will consist of individuals placed in the following categories:
 - a. Family members or guardians

- b. Persons who are developmentally disabled
- c. Affiliate representatives who are fully licensed to provide both day and residential services
- d. McPherson County CDDO representatives (non-voting)

The term of membership for each Council member shall be:

1. Three years
2. McPherson County CDDO shall appoint the first Council members to a 1, 2, or 3-year term; three members to a one-year term, three members to a two-year term, and three members to a three-year term. Thereafter, the person, family member, or guardian Council members are chosen by an election by persons, family members, and guardians following nominations by persons served, family members, or guardians residing in McPherson County. McPherson County CDDO shall appoint the CDDO representative(s) and the respective CSP shall Affiliate representative (one from each CSP that meets the guideline identified in Section 3.2.c).
3. The membership term shall begin once elected and recorded in the minutes.
4. Members shall be eligible to serve two consecutive three-year terms.
5. The CDDO appointed representative(s) shall serve an unlimited term.

Any member may resign, at any time, by giving a written notice to the Chairperson of the McPherson County Community Council. Such resignations shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any member may be removed from office for incapacity or misconduct by a vote of two-thirds of the total Council membership then in office.

Person served, family member, or guardian representative replacements during the year will be made based on the person served, family member, or guardian representative, who has the highest number of votes, received during election. Replacements will finish the remaining term of the voting member. Should no nominees be available in a category, the nomination procedure outlined above will be followed.

In the event more than one nominee receives the same number of votes for the same position, nominees shall participate in a single “flip of the coin” process, moderated by each community service provider, for the purpose of determining who serves the Council term in question.

If a vacancy occurs, within the CSP representative, the CSP will appoint a new member to fill the remainder of the term that has been vacated.

Section 4 – OFFICER

The officer position, Chairperson, shall be designated as the CDDO representative.

The Chairperson will assist the Council membership in accordance with the provisions of these by-laws and McPherson County Commission and may enact directives as deemed necessary.

The CDDO representative(s) shall record all votes and the minutes of all Council meetings.

Section 5 – MEETINGS

The Council shall meet at least quarterly.

A quorum of the Council shall consist of at least 51% of those Council members present are persons with a developmental disability, family members, or guardians of a person with a developmental disability. No category designee shall be permitted to fill another designated category for purposes of a quorum.

All meetings of the Council shall be open to the public. Guests will be recorded in the minutes.

All meetings of the Council shall be conducted in accordance with Casual Order.

McPherson County CDDO Policy

Policy #13: Appeal and Dispute Resolution

POLICY: In response to regulation K.A.R. 30-64-32, the McPherson County CDDO shall establish a process that is applicable to Community Developmental Disability Organization (CDDO) functions, as well as a means of facilitating resolution of issues between persons seeking or receiving services and community service providers or among community service providers.

PROCEDURES:

Complaints regarding CDDO functions by Persons and Support Networks or Community Service Providers:

1. The person or organization should first discuss their concern with the staff person responsible for the activity of concern.
2. If the problem is not resolved by that contact person in 7-10 working days, the person or organization has 20 calendar days from that review/decision to mail to the McPherson County CDDO a request in writing (letter) to meet with the CDDO Director.
3. If the problem is not resolved in 7-10 more working days to their satisfaction the person or organization may:
 - a. Be referred on to relevant State of Kansas CDDO function review procedures.
 - b. If no State of Kansas procedure oversight procedures apply, the person or organization has 20 calendar days from that review/decision to mail to the McPherson County CDDO a request in writing (letter) to meet with the CDDO President/CEO and McPherson County Administrator.
 - i. Meeting shall be set within 10 working days of receipt of the request.
 - ii. A written reply to the stated concern will be made within two calendar weeks of the date of the meeting.
4. At any time either party in the appeal/dispute process may request intervention by a mediator that
 - a. Has no decision making authority.
 - b. Is impartial to the issues.
 - c. Is paid equally by parties to the mediation (except that mediation will not be denied because of inability to pay. In no case shall the fee requirement be modified or waived for mediation services provided at the request of another CDDO or community service provider.)
 - d. Is independent and agreeable to the parties involved in the dispute; the McPherson County CDDO will be responsible for facilitating the location and selection process.

- e. Achieves resolve within 40 calendar days following the original receipt of the notice to the McPherson County CDDO or request by the McPherson County CDDO for mediation.
4. If either party declines mediation and continues dissatisfied, appeal shall continue to step 6.
5. Either party may withdraw from mediation, if it is believed further efforts are not likely to resolve the dispute, and the process may move on to step 6.
6. If the issue was not resolved by the CDDO President/CEO and McPherson County Administrator with or without mediation a hearing may be requested with the Service Appeals Committee of the Board of Directors by requesting the CDDO President /CEO to arrange the hearing.
7. Written request must be made within 20 calendar days of the CDDO President/CEO and McPherson County Administrator reply, mediation decline or mediation withdrawal.
8. The Service Appeals Committee has the final decision making responsibility per the Board of Directors.
9. If the committee fails to issue a written decision within 20 calendar days of notice from the CDDO President/CEO, the appeal shall be deemed to have been decided in favor of the appellant.
10. Service Appeals Committee decision shall be binding unless either party further appeals to the commission.
11. A written appeal to the commission must be delivered within 10 calendar days of the CDDO Board Service Appeals Committee decision.
12. The decision of the commission may be appealed to the office of administrative appeals within the Kansas Department of Administration pursuant to article 7.

Complaints regarding Community Services Providers from Persons Seeking or Receiving Services or Complaints to Community Services Providers from other Community Service Providers:

1. The person receiving services or complaining entity must access the internal appeals process of the target entity.
2. Each affiliated community service provider must develop its own internal appeal process.
3. A copy of this procedure will be provided to the McPherson County CDDO upon request.
4. Parties expressing concerns shall first utilize the internal appeals process set by the community service provider.
5. In the event that the issue is relevant to services to persons with intellectual/developmental disabilities and is not resolved through community service provider internal appeals process, notification of the dispute should be forwarded to the McPherson County CDDO:

- a. Notification of the McPherson County CDDO by either party might allow the opportunity for:
 - i. The McPherson County CDDO to offer information.
6. With notification, the McPherson County CDDO may monitor for resolution to occur within 20 days of notification.
7. At any time either party in the appeal/dispute process may request intervention by a mediator that:
 - a. Has no decision making authority.
 - b. Is impartial to the issues.
 - c. Is paid equally by parties to the mediation (except that mediation will not be denied because of inability to pay. In no case shall the fee requirement be modified or waived for mediation services provided at the request of another CDDO or community service provider.)
 - d. Is independent and agreeable to the parties involved in the dispute; the McPherson County CDDO will be responsible for facilitating the location and selection process.
 - e. Achieves resolve within 40 calendar days following the original receipt of the notice to the McPherson County CDDO requesting mediation.
8. If either party declines mediation appeal shall continue to Step 10.
9. Either party may withdraw from mediation if it believes further efforts are not likely to resolve the dispute and the process may move on to step 10.
10. Unresolved disputes may be appealed to the Commission.
11. A written appeal to the Commission must be delivered within 60 calendar days of the original notification to the McPherson County CDDO of the dispute.
12. The McPherson County CDDO is notified of such appeals to the Commission.
13. The decision of the Commission may be appealed to the office of administrative appeals within the Kansas Department of Administration pursuant to article 7.

McPherson County CDDO Policy

Policy #14: Use of Restraints and/or Seclusion

Policy: Regulations and Commission Policy are not specific regarding proper procedures for protecting people’s rights when Restraints (Mechanical, Physical, or Chemical) or Seclusion (isolation from others) are used as behavior intervention strategies. The CDDO recognizes the willingness of providers in this CDDO area to be proactive in the areas of safeguards for persons in services.

Persons served shall have the right to be free from the unreasonable, unsafe, or unwarranted use of restraint or seclusion for the purposes of discipline, punishment or staff convenience. Service providers are expected to use positive behavioral support methods. If restraint or seclusion is used as safety intervention, it should be method of last resort. Restraint and seclusion are not treatment interventions. It is inappropriate to use these methods instead of providing adequate levels of staff. If such methods are used for the purpose of behavior intervention strategy, that use must follow the prescribed process.

The Restraint/Seclusion procedures shall give formal guidance for the provision of any service using funds administered by McPherson County CDDO. However, the procedures serve only as a blueprint for advocacy by case managers or service providers working with families who are seeking to restrain or seclude children or adults in the home and in working with community/education services seeking to restrain or seclude.

Definitions: **Mechanical Restraint** – means the use of any device or object to limit a person’s movement except that a protective or stabilizing device ordered by a person appropriately licensed to issue the order for the device or required by law shall not be considered to be a mechanical restraint. A mechanical restraint shall not mean any device used by a law enforcement officer, campus police officer, or school security officer carrying out law enforcement duties.

Physical Restraint – means the use of bodily force to substantially limit a person’s movement, except that consensual, solicited, or unintentional contact, or contact to provide comfort, assistance, or instruction shall not be construed to be physical restraint. Inappropriate Physical Restraint can include but not be limited to: tape, blankets, tie downs, body carrier.

Chemical Restraint – means the administration of medication for the purpose of behavioral restraint.

Time Out – means a behavior management technique utilized with children that involves removing a child from sources of reinforcement following an inappropriate behavior for a limited period of time (as defined does not require these procedures when carried out by a family teaching a child). However, regarding adults, Time Out and Seclusion shall be considered the same for the purposes of these procedural requirements.

Seclusion Room – means a room or other confined area in which a person is placed in isolation from other persons for a limited time as a behavior intervention strategy and which the person is prevented from leaving.

Imminent Risk of Harm – means an immediate and impending threat of causing substantial physical injury to self or others.

* Principles and procedures are excerpted from The Child Health Act of 2000 and proposals from the Kansas Disability Rights Center and Kansas Department of Education.

PROCEDURES:

1. The use of restraint or seclusion is prohibited except for an
 - a. Emergency AND
 - b. For the safety of the person and others around them (imminent risk of harm).
2. If by recorded history or recent event it is determined that a person is likely to have recurring behavioral episodes that put themselves or others around them at risk of harm, the person's support team shall conduct:
 - a. Functional Assessment of the behavior,
 - b. Risk Assessment, and
 - c. Clear data based demonstration of other less restrictive behavior intervention strategies that have been implemented and proven ineffective.
3. If the decision is made to use restraint or seclusion it must be defined in the person's person centered plan.
 - a. Where the seclusion can occur or specifically how the restraint may occur,
 - b. The maximum length of any period of restraint or seclusion,
 - c. The number of times during a single day restraint/seclusion used,
 - d. Other team defined conditions, and
 - e. Specify data to be collected to determine whether the strategy is effective, including number of times used within a fixed period of time.
 - f. Establish a date of review within 60 days of implementation to determine the effectiveness of the intervention, including:
 - i. Case Manager
 - ii. CDDO Representative
 - iii. Guardian (if applicable)
 - iv. Commission licensing or quality area representative
 - v. Appropriate service provider(s)
 - g. A team meeting may be convened at any time to review and possibly make changes in the use of intervention with as little as 3-day notice.

- h. Restraints and seclusion plans cannot be written if the person is known to have any medical condition that a licensed health care provider has indicated in written statement precluding the action.
 - i. Restraint plan shall not be required for medication prescribed by a health care professional for the purpose of aiding comfort in preparation for a specific medical procedure.
 - j. Restraint or Seclusion Plan must be reviewed and approved by licensed provider's Behavior Management Committee.
 - k. In the event of self-directed supports, targeted case management provider's Behavior Management Committee must review and approve the coordination of such a plan by the case manager.
4. When restraint or seclusion is used, according to plan OR emergency:
 - a. As soon as possible after use the immediate staff or witnessing staff will document the use of the seclusion or restraint,
 - i. Including all information noted 3.a, 3.b, 3.c, 3.d, & 3.e above.
 - ii. Description of the antecedents that immediately preceded the use,
 - iii. The specific behavior being addressed,
 - iv. The alternative methods used to de-escalate the situation prior to use,
 - v. How the restraint ended, injuries, medical care provided, etc.
 - vi. Suggestions for strategies to be used in the future to avoid use,
 - vii. Signature of person initiating the action,
 - viii. Signature of witness to the intervention,
 - b. Notify Targeted Case Manager,
 - c. Notify Guardian, if applicable, and
 - d. Provider shall facilitate efforts to define alternative methods of behavior management to keep the situation from escalating to emergency status following any such episode.
 5. During the period of restraint or seclusion designated personnel must have the ability to see and hear the person at all times.
 6. No more than one person at a time may be placed within one seclusion space.
 7. Seclusion Rooms shall be:
 - a. At least 36 square feet,
 - b. Equipped with heating, cooling, ventilation and lighting comparable to remainder of building,
 - c. Free of objects that pose a danger,
 - d. Equipped with a door that locks only if the lock automatically disengages when a person on the exterior of the door moves away.
 8. Physical/Mechanical restraint should be proportionate to the severity of the person's behavior, size and physical strength/capabilities.
 9. Personnel implementing restraint or seclusion must be properly trained, including:
 - a. Methods of getting the person into seclusion room,
 - b. Methods for placing the person in the restraint or room,
 - c. Supervision the person while in restraint.
 - d. Training should include at a minimum:
 - i. Proper use of positive behavior supports and techniques and strategies designed to minimize and prevent the need for usage of restraint and seclusion,
 - ii. Understanding of rules governing seclusion and restraint,
 - iii. Safe administration of seclusion and restraint practices,
 - iv. Physical safety during emergencies,

- v. Identify the effects of physical restraint on the person restrained, monitoring physical signs of distress and obtaining medical assistance,
 - vi. Simulated experience of administering and receiving physical restraint and its effects on the person restrained,
 - vii. Instruction on documenting and report requirements.
10. Provider shall provide to McPherson County CDDO a Quarterly Summary Report of each use of restraint or seclusion.
11. The CDDO will make available information to providers seeking to implement effective positive behavior support plans.
12. Provider plans may include:
- a. Organization wide approach to preventing and responding to problem behavior that is proactive and instructional, rather than reactive and punitive.
 - b. Person and organizational strategies.
 - c. A system of continual data collection.
 - d. Utilization of data-based decision-making.
 - e. Application of research-validated positive behavior interventions.

NOTE: At no time shall aversive behavioral interventions such as application of noxious, painful, intrusive stimuli or activities intended to induce pain such as electric skin shock, ice applications, hitting, slapping, pinching, kicking, hurling, strangling, shoving, deep muscle squeezes or other similar stimuli; any form of noxious, painful or intrusive spray, inhalant or tastes; withholding sleep, shelter, bedding, bathroom facilities or clothing; contingent food programs that include withholding meals or limiting essential nutrition or hydration or intentionally altering staple food or drink in order to make it distasteful; movement limitation used as a punishment such as helmets, immobilized wheelchairs, removal from wheelchair. The term aversive does not include such interventions as voice control, limited to loud, firm commands; time-limited ignoring of a specific behavior; token fines as part of a formal token economy system; brief physical prompts to interrupt or prevent a specific behavior; interventions medically necessary for the treatment or protection of the person; or other similar interventions.