

SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

MINUTES

April 15, 2021

The South Carolina Commission on Disabilities and Special Needs met on Thursday, April 15, 2021, at 10:00 a.m. at the Department of Disabilities and Special Needs Central Office, 3440 Harden Street Extension, Columbia, South Carolina.

The following were in attendance:

COMMISSION

Present In-Person

Gary Lemel – Chairman

Barry Malphrus – Vice Chairman

Robin Blackwood – Secretary

Stephanie Rawlinson

Eddie Miller

David Thomas

DDSN Administrative Staff

Constance Holloway, Interim State Director and General Counsel; Pat Maley, Interim Chief Financial Officer and Deputy Director; Rufus Britt, Associate State Director, Operations; Susan Beck, Associate State Director, Policy; Kim McLeod, Legislative Liaison & Public Information Officer; and Christie Linguard, Administrative Coordinator.

Others Present

Karli Riviello, Legal Extern from the University of South Carolina School of Law.

Notice of Meeting Statement

Chairman Lemel called the meeting to order and Secretary Blackwood read a statement of announcement about the meeting that was distributed to the appropriate media, interested persons, and posted at the Central Office and on the website in accordance with the Freedom of Information Act.

Adoption of the Agenda

Chairman Lemel requested that “Legal Matters” be stricken from the Executive Session portion of the agenda as this topic has no new discussion. On a motion by Commissioner Thomas, seconded by Commissioner Rawlinson, the

Commission unanimously adopted the April 15, 2021 Meeting Agenda with the aforementioned deletion requested by Chairman Lemel. (Attachment A)

Invocation

Commissioner Thomas gave the invocation.

Approval of the Minutes from March 18, 2021 Commission Meeting and March 23, 2021 Emergency Meeting

Commissioner Miller made a motion to approve the March 18, 2021 and March 23, 2021 meeting minutes as written, seconded by Commissioner Blackwood and unanimously approved by the commission members. (Attachment B)

Commissioners' Update

Commissioner Blackwood noted that she and Commissioner Rawlinson visited and met with staff at central office on yesterday. They thanked each staff member they spoke with for their hard work and dedication to the agency. Lynn Branham was recognized by the Commission as she is embarking on her 53rd year with the agency. Commissioner Blackwood presented her with a flower and a small cake.

Commissioners Thomas and Miller will plan on visiting providers in the community to interact and assist with any needs they may have. Commissioner Thomas extended an invitation to all providers listening in on the broadcast to contact any member of the Commission if they are in need of anything.

Commissioner Malphrus reminded members who have not done so already to send their bios and/or headshot to Kimberly McLeod as soon as possible. He also strongly encouraged the agency to begin live video. The request was made that someone from the IT division be placed on the agenda for next month's meeting to give an update on when live video can resume.

Public Input

There was no public input requests.

Commission Committee Business

A. Finance and Audit Committee

The Finance and Audit Committee met on April 6, 2021. The following topics were presented for review and approval by the Commission:

Capital Purchases – Regional Center Vehicle Replacement – the subcommittee approved the purchase of 10 ADA compliant wheelchair vans and busses for our Regional Centers for the approximate expenditure of \$674,650. The agency will purchase these 10 new vehicles will replace 10 existing fleet vehicles. Chairman Lemel stated that the Commission will treat the approval of the vehicle purchase as both a motion and second coming out of the subcommittee. There was no further discussion. The Commission members unanimously approved the purchase of 10 ADA compliant wheelchair vans and buses. (Attachment C)

Third Quarter Provider Contracts Summary – the general summary was presented to the Commission members as information only. (Attachment D)

Financial Audit Discussion – the benefits of having a financial audit was discussed in the subcommittee meeting, especially since the removal of the executive director and the resignation of the chief financial officer. The last financial audit was done in 2015. Commissioner Miller made a motion for the agency to proceed with a financial audit, seconded by Commissioner Rawlinson and unanimously approved by the commission.

B. Policy Committee

The Policy Committee met on April 13, 2021. The following topics were presented for review and approval by the Commission:

133-02-DD: Freedom of Information Act (FOIA) Requests – Commissioner Malphrus reminded the members that this directive was approved in an emergency situation at the March Commission meeting, and then it was sent out for external review. There were no changes requested; and therefore, no reason to accept a motion. This was received as information.

Commissioner Thomas noted that the agency's IT division should work on getting the agency an upgraded microphone system. Chairman Lemel asked if this item can be placed on next month's agenda and have someone from the IT division present.

800-03-CP: SC Commission on Disabilities and Special needs Executive Limitations Policy – Ms. Beck went through the directive and made note of all recommended changes. The subcommittee approved all the changes, which Chairman Lemel treated as a motion and second; the commission members unanimously approved all recommended changes as presented. (Attachment E)

103-01-DD: Federal Grant Application and Change Policy – since the motion to mark this directive obsolete was approved by the subcommittee, Chairman Lemel asked if there was any further discussion and there was none. The commission members unanimously approved marking this directive obsolete. (Attachment F)

535-11-DD: Appeal and Reconsideration - Chairman Lemel treated the approval from the subcommittee as a motion and second, the commission members unanimously approved this directive. (Attachment G)

535-17-DD: Conflict Free Case Management - Chairman Lemel treated the approval from the subcommittee as a motion and second, the commission members unanimously approved this directive. (Attachment H)

603-03-DD: Safety Precautions for Medical and Dental Treatment – Chairman Lemel treated the approval from the subcommittee as a motion and second, the commission members unanimously approved this directive. (Attachment I)

334-02-DD: Short-Term Use of DDSN Regional Center Property by the Public – Chairman Lemel treated the approval from the subcommittee as a motion and second, the commission members unanimously approved this directive. (Attachment J)

Ms. Beck noted that two (2) policies have been referred to the Finance and Audit Committee and internal revisions have already begun. Commission Malphrus reminded the commission that the Anti-Harassment directive will be coming to the Commission in May.

Old Business

A. Intellectual Disability/Related Disabilities (ID/RD) Waiver Renewal Update

Ms. Beck provided a briefing on the status and timeline of the Intellectual Disability/Related Disabilities Waiver renewal. Commissioner Blackwood made a motion for conceptual approval of the staff recommended ID/RD Waiver service changes, future amendment service changes and performance measures changes, seconded by Commissioner Rawlinson and unanimously approved by the commission. (Attachment K)

B. Legislative Update

Ms. McLeod gave an overview of several House and Senate bills that are relative to the agency. Senate Bill 264 – Disabled Self-Employment Development trust Fund, is currently in the Medical Affairs Committee. The Senate version of this bill names DDSN and the House version names Vocational Rehabilitation as the lead agency assisting individuals with disabilities to pursue entrepreneurship. Commissioner Thomas made a motion to recommend to the subcommittee to conform this Senate bill to read as the House’s version does, which would give Vocational Rehabilitation the authority to oversee the duties and responsibilities of this bill, seconded by Commissioner Malphrus and unanimously approved by the commission.

Commissioner Thomas requested that Ms. McLeod keep commission members aware of the dates and times of subcommittee meetings. Commissioner Rawlinson made a motion for Ms. McLeod to request a meeting with the sponsors of Senate Bill 743 (Senators Alexander, Shealy, Peeler, Hutto, Verdin, Massey and Scott) and possibly include Senator Shane Martin and at least three (3) commission members to provide them with a clear understanding of the direction the commission intends to take the agency, seconded by Commissioner Miller and unanimously approved by the commission. Commissioner Malphrus asked for an update on this motion as well as the aforementioned S.743 bill at the May meeting. Commissioner Rawlinson suggested that Ms. McLeod’s legislative report include the dates and times of upcoming meetings.

Ms. McLeod announced that Dr. Gary Kocher, once approved by the Senate, will become the newest commission member. (Attachment L)

New Business

A. Administrative Services Contract with SCDHHS

Mr. Maley discussed the Administrative Service Contract with the SC Department of Health and Human Services (DHHS). Essentially, this contract is to stop the agency’s split rate approach to generating administrative costs and allow providers to direct bill for services. DHHS’s legal team is reviewing the contract one more time. Commissioner Rawlinson had some specific questions from a staff member and asked that all questions be verified before signing the contract. Chairman Lemel asked that this item be placed on May’s agenda for approval. (Attachment M)

B. Community Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) Deficits and Rate

Mr. Maley announced that there is a provider with two (2) ICFs, each containing eight (8) individuals, who will no longer operate these ICFs as of June 30, 2021. DDSN will analyze and evaluate the deficits and rates and update the Commission as well as provide recommendations at the May meeting.

C. Financial Update

Mr. Maley announced that the agency continues to be well below budget on the expenditure side by approximately 6%. He briefly discussed the 6.2% FMAP, Appendix K 90-day retainer and the 10% Home and Community Based Services (HCBS) revenue. Commissioner Thomas made a motion to approve the financial update as presented, seconded by Commissioner Blackwood and unanimously approved by the commission. (Attachment N)

Executive Session

At 12:04 p.m., Chairman Lemel requested a motion to begin executive session to discuss an update on personnel matters to include matters related to hiring a new executive director and a legal matter to discuss the Internal Audit Director. Thirty minutes after the regular commission meeting, the commission will be taking public comment. Executive session will begin after a ten minute break. On a motion by Commissioner Miller, seconded by Commissioner Malphrus and unanimously approved by the Commission; executive session will begin at 12:15 p.m.

Upon rising out of executive session at 3:40 p.m., Chairman Lemel announced that the commission received information from outside attorneys; however, there were no motions made and no votes taken. Commissioner Thomas made a motion to approve the Agency Director Profile submitted by Find Great People with three (3) noted changes, seconded by Commissioner Malphrus and unanimously approved by the commission.

Chairman Lemel reminded everyone that 30 minutes after adjournment of this meeting, the commission will listen to public comment on the proposed regulations published in the February 26th edition of the South Carolina State Register.

Next Regular Meeting

June 17, 2021

Adjournment

On a motion by Commissioner Thomas seconded by Commissioner Blackwood and unanimously approved by the Commission, the meeting was adjourned at 3:45 p.m.

Submitted by:



Christie D. Linguard
Administrative Coordinator

Approved by:



Commissioner Robin Blackwood
Secretary

SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

A G E N D A

**South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Conference Room 251 (SKYPE)
Columbia, South Carolina**

April 15, 2021

10:00 A.M.

1. Call to Order *Chairman Gary Lemel*
2. Notice of Meeting Statement *Commissioner Robin Blackwood*
3. Welcome
4. Adoption of Agenda
5. Invocation *Commissioner David Thomas*
6. Approval of Commission Meeting Minutes
 - A. March 18, 2021 Commission Meeting
 - B. March 23, 2021 Emergency Meeting
7. Commissioners' Update *Commissioners*
8. Public Input
9. Commission Committee Business
 - A. Finance and Audit Committee *Committee Chair Robin Blackwood*
 1. Capital Purchases – Regional Center Vehicle Replacement
 2. Third Quarter Provider Contracts Summary
 3. Financial Audit Discussion
 - B. Policy Committee *Committee Chair Barry Malphrus*
 1. 133-02-DD: Freedom of Information Act (FOIA) Requests
 2. 800-03-CP: SC Commission on Disabilities and Special Needs Executive Limitations Policy
 3. 103-01-DD: Federal Grant Application and Change Policy
 4. 535-11-DD: Appeal and Reconsideration
 5. 535-17-DD: Conflict Free Case Management
 6. 603-03-DD: Safety Precautions for Medical and Dental Treatment
 7. 334-02-DD: Short-Term Use of DDSN Regional Center Property by the Public
 8. Other Committee Updates
10. Old Business:
 - A. Intellectual Disability/Related Disabilities (ID/RD) Waiver Renewal Update *Ms. Susan Beck*
 - B. Legislative Update *Ms. Kim McLeod*

11. New Business:
 - A. Administrative Services Contract with SCDHHS *Mr. Pat Maley*
 - B. Community Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) Deficits and Rate *Mr. Pat Maley*
 - C. Financial Update *Mr. Pat Maley*
12. Executive Session
 - A. Legal Matters
 - B. Personnel Matters
13. Enter into Public Session
14. Next Regular Meeting (May 20, 2021)
15. Adjournment

SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

MINUTES

March 18, 2021

The South Carolina Commission on Disabilities and Special Needs met on Thursday, March 18, 2021, at 10:00 a.m. at the Department of Disabilities and Special Needs Central Office, 3440 Harden Street Extension, Columbia, South Carolina.

The following were in attendance:

COMMISSION

Present In-Person

Gary Lemel – Chairman

Barry Malphrus – Vice Chairman

Robin Blackwood – Secretary

Stephanie Rawlinson

Present Telephone Conference Line

Eddie Miller

David Thomas

DDSN Administrative Staff

Constance Holloway, Interim State Director and General Counsel; Pat Maley, Interim Chief Financial Officer and Deputy Director; Rufus Britt, Associate State Director, Operations; Susan Beck, Associate State Director, Policy; Kevin Yacobi, Director of Internal Audit; Kim McLeod, Legislative Liaison & Public Information Officer; Melissa Ritter HASCI Director; and Christie Linguard, Administrative Coordinator.

Others Present

Joyce Davis, Executive Director at Brain Injury Association of South Carolina.

Notice of Meeting Statement

Chairman Lemel called the meeting to order and Secretary Blackwood read a statement of announcement about the meeting that was distributed to the appropriate media, interested persons, and posted at the Central Office and on the website in accordance with the Freedom of Information Act.

Adoption of the Agenda

On a motion by Commissioner Blackwood, seconded by Commissioner Malphrus, the Commission unanimously adopted the March 18, 2021 Meeting Agenda. (Attachment A)

Invocation

Commissioner Malphrus gave the invocation.

Approval of the Minutes from Commission Meetings from February 18, 2021 Commission Meeting; February 24, 2021 Emergency Meeting; and March 1, 2021 Emergency Meeting

Commissioner Malphrus asked that the February 18, 2021 Commission Meeting minutes be amended under the Executive Session portion on page eight to read, "...at which time the Commission will interview a potential interim executive director, who will be officially named." After making that change, all three (3) sets of minutes were unanimously approved by the Commission. (Attachment B)

Commissioners' Update

Commissioner Rawlinson announced that she attend the Florence County Chamber of Commerce Outlook Luncheon yesterday where Commissioner Allen Heidler was named public servant of the year. He is also the Chief of police in the City of Florence.

Public Input

There was one public input request from Kimberly Tissot of Able South Carolina.

Brain Injury Awareness Month

Ms. Ritter introduced Joyce Davis of the Brain Injury Association of South Carolina who spoke briefly about the importance brain injury awareness. Ms. Davis also showed a video for commission members present.

Commission Committee Business

A. Policy Committee

Committee Chair Malphrus announced that the Policy Committee met on March 9, 2021.

133-02-DD: Freedom of Information (FOIA) Requests – Commissioner Malphrus reported several changes to this directory to include the cost of FOIA requests and the determination to not charge the three major human service provider agencies for any FOIA requests. Coming out of the Committee, Chairman Malphrus ask that the directive be approved as an emergency today, then sent out for public comment and back to the Commission next month. Chairman Lemel treated the approval from the Committee as a motion and second, the commission members unanimously approved this directive. This directive will be placed on the April agenda for an update or approval after public comment period is over. (Attachment C)

Commissioner Malphrus noted that the Committee will bring forth recommended updates for several directives in the coming month.

Old Business

A. ID/RD Waiver Renewal

Ms. Beck provided a briefing on the status of the Intellectual Disability/Related Disabilities Waiver renewal. Ms. Beck will bring the official recommendations to the full commission next month for approval. Chairman Lemel asked if commission members could receive this information far in advance to review prior to the next meeting.

B. Band B & I Switch to Fee for Service (FFS) Update

Mr. Maley provided an overview of Band B & I Switch to FFS and answered questions from commission members. Commissioner Rawlinson made a motion to approve the recommendation of staff to use outliers as a partial bridge in the funding gap and at any time the Commission can change this process; this motion was seconded by Commissioner Blackwood and unanimously approved by the commission.

C. Cost Reports Update

Mr. Maley announced that the accounting firm Myers & Stauffer, LLC will send the first draft of FY 2013 next week. Cost reports for 2014 and 2015 are actively being worked on now. He also reminded the Commissioners that Cost Reports for 2018, 2019, and 2020 will be done internally. Staff members are working on FY 2019 first because this was the last non-COVID year. Cost reports for FY 2016 and 2017 are at the Department of Health and Human Services awaiting their signature.

D. Internal Audit Monthly Report

Mr. Yacobi commenced with a summary of the Agreed Upon Procedures Reports and stated that as of today, IA has received all of the reports. IA is working on Interpreter Services Audit. He also brief the Commission on the Case Management Audit. There was only one (1) case management provider who stated they no longer wanted to provide these services and several providers who would like to expand their case management services. It is recommended by IA for DDSN to have documented procedures written for conflict-free case management. Commissioner Rawlinson asked Mr. Yacobi to follow-up on the process of a DDSN Administrative Audit of the executive branch from an outside independent agency (possibly the Office of Administration).

E. Legislative Update

Ms. McLeod noted that the House Ways and Means budget has been finalized. The Senate Budget Hearing will take place on April 7th. She met with Senator Katrina Shealy yesterday to discuss Senate Bill 533 regarding Subminimum Wage. The agency has been asked to provide a Fiscal Impact Statement. The Employment First Initiative Act (H3244) was discussed as well. Mr. Britt briefly discussed the nine (9) question survey that was sent out to executive directors who provide day services as well as those who have 14(c) certificates. The deadline to complete the survey is tomorrow, Friday, March 19, 2021.

F. COVID Update

Mr. Britt briefed the Commission on COVID positive result numbers, fatalities among residence and staff, hazard/hero pay for staff members, nursing signing bonuses and incentivized employee vaccinations.

New Business

A. New Temporary Salary Increase

Mr. Maley stated that the agency's problem is a declining Regional Center RNs and LPNs (nursing) staffing levels and the emerging critical need to retain our current on-board nursing staff. Commissioner Blackwood made a motion to approve the recommendation from staff with regard to the temporary rate increase [of 3%] and the truing up of all current RNs currently making less than the starting salary [\$53,000]; the motion was seconded by Commissioner Malphrus and unanimously approved by the Commission.

B. Financial Update

Mr. Maley pointed out that the agency continues to be well below budget on the expenditure side by approximately 5%. Commissioner Rawlinson made a motion to approve the financial update as presented, seconded by Commissioner Blackwood. The Commission members unanimously approved the update. (Attachment D)

Mr. Maley discussed in detailed the agency's overview plan to change board capitated band payments to fee for service. He also briefly discussed the \$1.9 Trillion Federal "America Rescue Plan", FY21 Ending Cash Balance, Potential Extension of 6.2% FMAP rate until 12/31/2021. Additionally, he spoke about potentially finalizing Mercer Market Rates to justify rate increases. Lastly, Mr. Maley asked for guidance from the Commission on Regional Center contracts over \$200,000 due to the recent procurement audit finding on a contract that had three (3) different invoices which had an aggregate amount over \$200,000. Mr. Maley recommended that the Commission allow the agency to operate as they have been doing by reporting these contracts at the monthly Finance and Audit Committee meetings; and, if time permits, adjust the executive limitation policy in a way that gives visibility but does not create excessive administrative overhead.

C. \$1.9 Trillion Federal Stimulus 10% Federal Medical Assistance Percentages (FMAP) Increase for Home and Community Based Services (HCBS)

Commissioner Rawlinson requested that Mr. Maley speak on to the Commission on this issue but has now asked that he call her to discuss further. (Attachment E)

Executive Session

At 12:33 p.m., Chairman Lemel requested a motion to begin Executive Session to discuss an update on pending litigation (legal matter); receive advice from outside counsel regarding Senate Oversight Committee investigation and the agency's response to outstanding Freedom Of Information Act (FOIA) requests; and to discuss personnel issues in regards to the internal auditor and to receive information from the search firm regarding the hiring of a new executive director. Executive session will begin after a ten minute break. On a motion by Commissioner Blackwood, seconded by Commissioner Malphrus and unanimously approved by the Commission; executive session will begin at 12:43 p.m.

Upon rising out of Executive Session at 4:08 p.m., Chairman Lemel announced that there were two matters discussed: 1) on the advice from outside counsel the Commission will be implementing a system where the commission members are given agency email addresses and staff will work on getting all commission members communication devices; and 2) in regards to Find Great People, as they work on finding a new executive director, they can receive information from our interim executive director as needed. Other than those two announcements, there were no motions made and no votes taken during executive session.

Commissioner Malphrus reminded all commission members to get their bio information and picture (headshot) to Ms. McLeod as soon as possible. Commission Miller asked that all members receive a copy of everything to be posted to the agency website prior to it being finalized and posted.

Next Regular Meeting

April 15, 2021

Adjournment

On a motion by Commissioner Miller seconded by Commissioner Malphrus and unanimously approved by the Commission, the meeting was adjourned at 4:10 p.m.

Submitted by:

Approved by:

Christie D. Linguard
Administrative Coordinator

Commissioner Robin Blackwood
Secretary

SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

EMERGENCY MEETING MINUTES

March 23, 2021

The South Carolina Commission on Disabilities and Special Needs met on Wednesday, March 23, 2021, at 4:30 p.m. at the Department of Disabilities and Special Needs Central Office, 3440 Harden Street Extension, Columbia, South Carolina.

The following were in attendance:

COMMISSION

Present SKYPE

Gary Lemel – Chairman

Barry Malphrus – Vice Chairman

Robin Blackwood – Secretary

Stephanie Rawlinson

Present Telephone Conference Line

Eddie Miller

David Thomas

DDSN Administrative Staff

Constance Holloway, Interim State Director and General Counsel; Pat Maley, Deputy Director and Interim Chief Financial Officer; Rufus Britt, Associate State Director, Operations; Susan Beck, Associate State Director, Policy; Kim McLeod, Legislative Liaison & Public Information Officer; Susan Davis, Program Coordinator (Acting Director of Employment); Becky Peters, Director of Day Programs; and Administrative Coordinators Christie Linguard and Colleen Honey.

Others Present on the Conference Line

Mason Thomas, SC State Senate - Director of Research, Family & Veterans' Services Committee and Lisa Widener, SC Senate - Labor, Commerce & Industry Committee.

Call to Order and Notice of Meeting Statement

Chairman Lemel called the meeting to order at 4:34 PM and Secretary Blackwood read a statement of announcement about the meeting that was distributed to the appropriate media, interested persons, and posted at the Central Office and on the website in accordance with the Freedom of Information Act.

Adoption of the Agenda

On a motion by Commissioner Malphrus, seconded by Commissioner Thomas and unanimously approved by the Commission members, the agenda was approved as presented. (Attachment A)

Senate Bill 533

Commissioner Blackwood made a motion to listen to oral information today; seconded by Commissioner Rawlinson and unanimously approved by the Commission. Each speaker was limited to five (5) minutes.

Mr. Rufus Britt, DDSN Associate State Director, provided survey results from the survey sent to agencies providing day and employment services on March 17, 2021. The results were tabulated on March 22, 2021. Chairman Lemel asked that a narrative of the results be attached to these minutes. (Attachment B)

Chairman Lemel asked each speaker to speak on the possible negative consequences of this bill with regard to employment of our consumers and also any plans to mitigate such negative consequences. This open forum is not for anyone to advocate for or against a vote on the bill. The speakers who gave oral information included Kimberly Tissot of Able South Carolina; Beth Franco of Disabilities Rights South Carolina; Ralph Courtney of Tri-Development Center of Aiken County, Inc.; Abe Dendy (consumer), Julia Martinelli of AccessAbility; Ann Warner of Women's Rights and Empowerment Network (WREN); and Tyler Rex of Thrive Upstate.

Mason Thomas, Director of Research, Family & Veterans' Services Committee, read a statement from Senator Katrina Shealy who is the author of Senate Bill 533.

Commissioner Rawlinson relayed information from two executive directors of DSN boards, Dawn Johnson of Florence County and Ryan Way of Clarendon County. Both directors were fine with the bill and the transition plan.

Adjournment

On a motion by Commissioner Thomas seconded by Commissioner Malphrus and unanimously approved by the Commission, the meeting was adjourned at 5:59 p.m.

Submitted by:

Approved by:

Christie D. Linguard
Administrative Coordinator

Commissioner Robin Blackwood
Secretary



To: Finance & Audit Committee

From: Deputy Director Pat Maley

Re: Regional Center's Vehicle Replacement

Date: April 2, 2021

The purpose of this memo is to request the Finance Committee to approve the expenditure of approximately \$674,650 to purchase 10 ADA compliant wheelchair vans and buses for our four Regional Centers. These 10 new vehicles will replace 10 existing fleet vehicles (See Attachment A). DDSN wishes to purchase three Starcraft buses (\$71,707 each); five Transit X2X vans (\$69,969 each); and two Transit K1C vans (\$54,842 each). Recently, Pee Dee was able to put two new 2020 Ford Transit vans into service obtained with SC Department of Transportation grants, which will permit retiring two existing fleet vans and lowering staff previous request for 12 ADA vehicles.

Background Data

1. Regional Center Current Vehicle Inventories:

Regional Center	Coastal	Midlands	Pee Dee/Saleeby	Whitten
Resident Transport Vans	10	20	19	17
All Other Vehicles	14	15	21	26
Total	24	35	40	43
Current Resident Census	140	132	180	160
Ratio of Vehicles/Census	0.17	0.27	0.22	0.27

- Whitten's higher than average ratio of vehicles to census is due to a recent significant decline in census due to COVID-19, which should recover over time to its prior 190 census.
- Midland's higher than average ratio of vehicles to census needs further inquiry and likely action due to strong indication excess vehicles in the form of non-ADA mini-vans assigned to each building. Midlands is the only Regional Center without a centralized motor pool to check out pooled vehicles—all vehicles assigned to functions.

2. Replacement vehicle average age is 22 years (see Attachment B for assessment sheet for each of cars to be replaced).

3. Pictures of Bus and Vans Requested to be Purchases:



Starcraft (\$71,7070)



Transit X2X (\$69,969)



Transit K1C (\$54,842)

4. Residents Being Transported:

Regional Center	Coastal	Midlands	Pee Dee/Saleeby	Whitten	Total	Percent
Ambulatory	55	89	116	38	298	48%
Non-Ambulatory	85	43	74	122	324	52%
Total	140	132	190	160	622	100%

5. State Fleet Management notified state agencies it would stop leasing ADA vehicles in FY2020.
6. ADA vans and buses have more on-campus use to move resident to programming, work programs, and activities than one would think. Obviously, ADA vans and buses used for transports off-campus for medical trips, activities, and outings. Vehicle usage is often short trips at low speeds.
7. DDSN will not pursue using the State’s Master Leasing Program this year. DDSN Finance does not need one more project to do, track, or coordinate. It is understaffed with many new personnel. The benefit of implementing the Master Leasing Program is well short of any perceived matching of cash flow value for budgetary reasons; DDSN has ample cash reserves for FY21. DDSN will consider in FY22. Although it would be a small financing liability, state agencies increasing budgets in the short term with financing does carry a perception risk.

Analysis

DDSN is replacing 12 vehicles (10 for proposed purchases & 2 for new DOT grant vehicles) averaging 22 years of age and evaluated as in poor (8) and fair (4) conditions. The four fair condition vehicles average age is 24 years. Given the high number of non-ambulatory residents and use for general transport on campus, ADA vans and buses are needed because transportation on campus has an unpredictable quality necessitating using ADA vans.

Despite Midlands likely having too many vehicles, Midlands is still in need of ADA replacement vans and a bus. The average age of 3 vehicles to be replaced is 25 years. Many vans assigned to residential buildings are non-ADA minivans.

Recommendation

Regional Center fleets are well aged in need of plan to establish a reasonable life cycle for costs, safety, and reliability. The first step was to address the vehicles impacting our residents the most – ADA vans and buses. A reasonable expense given the age of our current fleet was to fund 3 new ADA vans and buses at each Regional Center, which had an average age of 22 years – it is overdue. Pee Dee was able to secure two SC Department of Administration grants for vans, so its current allocation was reduced from three new vans to one.

During the review, it was determined Midlands had a disproportional number of vehicles compared to resident census. It may have a few geographical campus issues impacting this fleet size, but more audit work will be required. Further, DDSN will dig in a little deeper to establish baseline needs for each Regional Center for resident transport and staff vehicles. This will help better manage fleets over the long-term and prevent fleet upwards creeping of vehicles over time which is to be expected absent a firm business control. DDSN will complete this review by June 30th and report results to the Finance & Audit Committee.

Attachment A

Vehicle Replacement - FY '21									Replace with				
Location	Tag #	Year	Make	Model	Type	Milage	Conditio	Est. Value	Make	Model	Capacity	Est. Cost	Availability
Coastal	SG355	1996	Ford	Van	Van	338,429	Poor	\$ 500	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
Coastal	SG354	2001	Dodge	Van	8 Pass	39,670	Fair	\$ 1,000	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
Coastal	SG659	2009	Ford	Goshen	Bus	20,620	Poor	\$ 1,000	Ford	Starcraft	14P/4WC	\$ 71,707	Immediate
Midlands	SG402	1994	Chevy	Cargo	W/C Van	---	SOLD	\$ 1,233	Ford	Transit K1C	8P/2WC	\$ 54,842	Immediate
Midlands	SG77788	1994	Dodge	15 Pass.	W/C Van	45,775	Fair	\$ 400	Ford	Transit X2X	8P/2WC	\$ 69,969	Need to Order
Midlands	SG257	2000	Ford	E350	W/C Bus	137,157	Fair	\$ 3,549	Ford	Starcraft	14P/4WC	\$ 71,707	Immediate
Pee Dee	SG270	2001	Ford	Van	16 Pass	47,536	Poor	\$ 1,000	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
Pee Dee	SG268	2001	Ford	Goshen	8P/3WC	91,093	Poor	\$ 1,000	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
Pee Dee	SG426	2004	Ford	Van	12 Pass.	120,253	Poor	\$ 1,000	Ford	Transit K1C	8P/2WC	\$ 54,842	Immediate
Whitten	SG67028	1998	Ford	Goshen	Bus	102,399	Poor	\$ 1,000	Ford	Starcraft	14P/4WC	\$ 71,707	Immediate
Whitten	SG70917	1996	Ford	Club Wagon	Van	110,011	Poor	\$ 500	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
Whitten	SG67001	1998	Ford	Club Wagon	Van	91,845	Fair	\$ 750	Ford	Transit X2X	8P/2WC	\$ 69,969	Immediate
							TOTAL	\$ 12,932			TOTAL	\$ 814,588	

Attachment B

Vehicle Evaluation:										
Date:	March 2021									
Location:	Whitten Center - Transportation									
TAG #:	SG67001									
Year:	1998									
Make:	Ford									
Model:	Club Wagon (ADA)									
Color:	White									
Milage:	102,399									
Fuel Type:	Regular Gasoline									
VIN:	1FBSS31LXWHC10018									
Condition (to include interior, exterior, and other comments):										
Seats in poor condition										
Engine in good condition										
Body in fair condition										
Current use is for tranport of consumers in wheelchairs for various medical										
appointments.										
Overall Rating:	4 (1 to 5)									
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor										

Vehicle Evaluation:										
Date:	March 2021									
Location:	Coastal Center - Transportation									
TAG #	SG659									
Year:	2009									
Make:	Ford									
Model:	Goshen Bus (ADA)									
Color:	White									
Milage:	20,620									
Fuel Type:	Regular									
VIN:	1FDFE45539DA50129									
Condition (to include interior, exterior, and other comments):										
Lift works on and off										
Has roof leak										
Not driven much due to lift issues										
Out of Service										
Overall Rating:	5			(1 to 5)						
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor										

Vehicle Evaluation:								
Date:	1/12/2021							
Location:	Midlands Center							
Vehicle #:	SG77788							
Year:	1994							
Make:	Dodge							
Model:	15 Pass Van W/C							
Color:	Purple							
Milage:	45,775							
Fuel Type:	Regualr-Gasoline							
VIN:	2B5WB35Z3RK577798							
Condition (to include interior, exterior, and other comments):								
Body of the vehicle looks good. Ceiling cloth is ripped. Driver's side floor is torn.								
This vehicle is 27 years old, only being driven on campus, so low mileage								
minimum mechanical issues, minor dents and scratches.								
This van supported Adaptive Devices Department so on Campus use.								
Overall Rating:	4 (1 to 5)							
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor								

Vehicle Evaluation:							
Date:	1/12/2021						
Location:	Pee Dee						
TAG #:	SG270						
Year:	2001						
Make:	Ford						
Model:	Van						
Color:	White						
Milage:	47,536						
Fuel Type:	Regular Gasoline						
VIN:	1FDWE35L81HA91131						
Condition (to include interior, exterior, and other comments):							
Interior: Poor Condition							
Exterior: Fair Condition, Roof Leaks							
Mechanical: Broken Transmission, Wheelchair Lift in poor condition							
Used to transport consumers back and forth from dorms to workshop and outings.							
Out of Service - Beyond economical repair							
Overall Rating:	5	(1 to 5)					
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor							

Vehicle Evaluation:								
Date:	March 2021							
Location:	Whitten Center - Transportation							
TAG #:	SG70917							
Year:	1996							
Make:	Ford							
Model:	Club Wagon (ADA)							
Color:	Blue							
Milage:	110,011							
Fuel Type:	Regular							
VIN:	1FBJS31H9THA73074							
Condition (to include interior, exterior, and other comments):								
Seats in poor condition, roof leaks								
Engine in poor condition								
Body in fair condition								
Out of Service								
Overall Rating:		5	(1 to 5)					
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor								

Vehicle Evaluation:							
Date:	1/19/2021						
Location:	Whitten Center - Transportation						
TAG #:	SG67028						
Year:	1998						
Make:	Ford						
Model:	Goshen Coach E-350 (ADA)						
Color:	White						
Milage:	103,299						
Fuel Type:	Diesel						
VIN:	1FDWE30F1WHC06001						
Condition (to include interior, exterior, and other comments):							
Seats in fair condition							
Engine in poor condition							
Body in fair condition							
Wheelchair Lift Repairs							
Out of Service							
Overall Rating:	5	(1 to 5)					
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor							

Vehicle Evaluation:									
Date:	March 2021								
Location:	Coastal Center - Highlands 310								
TAG #	SG354								
Year:	2001								
Make:	Dodge								
Model:	Van - 8 Passenger								
Color:	Black								
Milage:	39,670								
Fuel Type:	Regular								
VIN:	2B4HB15Y71K536330								
Condition (to include interior, exterior, and other comments):									
Interior - ok shape									
On Campus use only									
General Maintenance only									
Poor condition									
Overall Rating:	5 (1 to 5)								
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor									

Vehicle Evaluation:										
Date:	1/12/2021									
Location:	Midlands Center- Mesquite									
Vehicle #:	SG257									
Year:	2000									
Make:	Ford									
Model:	E350 W/C Bus									
Color:	White-light and dark blue strips									
Milage:	137,157									
Fuel Type:	Regular-Gasoline									
VIN:	1FDWE35L8YHB73970									
Condition (to include interior, exterior, and other comments):										
Driver's seat torn, inside light cover missing.										
Exterior-dents and scratches, left front light broken. Vehicle paint faded.										
Overall Rating:		4	(1 to 5)							
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor										

Vehicle Evaluation:								
Date:	1/12/2021							
Location:	Pee Dee Center							
TAG #	SG426							
Year:	2004							
Make:	Ford							
Model:	ADA							
Color:	White							
Milage:	120,253							
Fuel Type:	Regular Gasoline							
VIN:	1FDWE35L44HA17516							
Condition (to include interior, exterior, and other comments):								
Interior: Mildew, smells, poor								
Exterior: Fair Condition								
Wheelchair Lift worn our and poor condition								
Used to transport consumers back & forth from dorms to workshop and outings								
Overall Rating:		5	(1 to 5)					
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor								

Vehicle Evaluation:					
Date:	March 2021				
Location:	Coastal Center - Transportaton				
TAG #	SG355				
Year:	1996				
Make:	Ford				
Model:	Van (ADA)				
Color:	White				
Milage:	338,563				
Fuel Type:	Regular Gasoline				
VIN:	1FBJ531H2THB59584				
Condition (to include interior, exterior, and other comments):					
Roof leaks					
Interior in bad shape					
Headliner gone					
Passenger seat torn					
General Maintenance only					
Overall Rating:	5	(1 to 5)			
1 = Excellent; 2 = Very Good; 3 = Good; 4 = Fair; 5 = Poor					

BU011

Model:	Goshen							
Color:	White							
Milage:	91,093							
Fuel Type:	Regular Gasoline							
VIN:	1FDWE35L92HA33580							
Condition (to include interior, exterior, and other comments):								
Interior: Poor Condition								
Exterior: Fair Condition, Roof Leaks								
Mechanical: Wheelchair Lift in poor condition, constant repairs								
Used to transport consumers back and forth from dorms to workshop and outings.								
Overall Rating:		5	(1 to 5)					
1 = Excellent; 2= Very Good; 3 = Good; 4 = Fair; 5 = Poor								

Sum of 21 funds	Column Labels			Capital Grant	Fiscal Agent Respite	HASCI Transitional Program	Residential	Grand Total
Provider	Band B	Band B Outliers	Band I					
Aldersgate Spec Needs Ministry							\$ 22,814	\$ 22,814
Allendale/Barnwell	\$ (237,514)		\$ (299,660)				\$ 115,105	\$ (422,069)
Anderson	\$ (1,145,131)		\$ (761,772)				\$ 157,359	\$ (1,749,544)
Arc of the Midlands							\$ 762	\$ 762
Babcock Center	\$ (6,464,653)	\$ (76,231)	\$ (2,511,898)			\$ 56,000	\$ 219,522	\$ (8,777,260)
Bamberg	\$ (90,213)		\$ (179,056)				\$ 6,618	\$ (262,651)
Beaufort	\$ (693,949)		\$ (633,539)				\$ 158,768	\$ (1,168,720)
Berkeley Citizens	\$ (832,739)		\$ (692,400)				\$ 143,543	\$ (1,381,596)
Burton	\$ (873,801)		\$ (888,438)				\$ 100,523	\$ (1,661,716)
Calhoun	\$ (194,306)		\$ (236,968)				\$ 83,120	\$ (348,154)
CareFocus							\$ 67,897	\$ 67,897
Charles Lea	\$ (2,191,805)	\$ (94,684)	\$ (1,521,276)		\$ 25,000		\$ 212,516	\$ (3,570,249)
Charleston	\$ (1,589,143)	\$ (19,957)	\$ (1,530,243)	\$ 38,000		\$ 56,000	\$ 306,084	\$ (2,739,259)
Cherokee	\$ (311,855)		\$ (313,884)				\$ 7,800	\$ (617,939)
CHESCO	\$ (360,854)	\$ (61,118)	\$ (261,123)				\$ 419,900	\$ (263,195)
CHESCO HM							\$ (10,864)	\$ (10,864)
Chester/Lancaster	\$ (812,994)	\$ (25,881)	\$ (425,258)				\$ 86,775	\$ (1,177,358)
CHS Group							\$ 12,008	\$ 12,008
Clarendon	\$ (242,882)	\$ (10,566)	\$ (201,438)				\$ 51,913	\$ (402,973)
Colleton	\$ (360,854)	\$ (27,057)	\$ (164,135)				\$ 88,483	\$ (463,563)
Community Options							\$ 235,908	\$ 235,908
Darlington	\$ (305,338)	\$ (10,677)	\$ (261,123)				\$ (7,105)	\$ (584,243)
Dorchester	\$ (1,091,072)		\$ (438,284)				\$ 146,793	\$ (1,382,563)
Everlasting Arms							\$ 840	\$ 840
Excalibur							\$ (52,423)	\$ (52,423)
Fairfield	\$ (104,092)	\$ (11,650)	\$ (96,989)				\$ 111,983	\$ (100,748)
Florence	\$ (1,173,004)	\$ (121,345)	\$ (626,036)				\$ 198,571	\$ (1,721,814)
Georgetown	\$ (405,788)	\$ (67,225)	\$ (193,977)				\$ 66,220	\$ (600,770)
Hampton	\$ (152,669)	\$ (16,033)	\$ (126,831)				\$ 20,063	\$ (275,470)
Heart and Hands							\$ 25,308	\$ 25,308
Horry	\$ (1,303,168)	\$ (49,735)	\$ (631,849)			\$ 56,000	\$ 132,773	\$ (1,795,979)
Jasper	\$ (138,790)		\$ (179,056)				\$ (20,473)	\$ (338,319)
Kershaw	\$ (624,554)	\$ (136,266)	\$ (261,123)				\$ 39,351	\$ (982,592)
Laurens	\$ (444,319)	\$ (133,727)	\$ (254,735)				\$ (54,302)	\$ (887,083)
Lee	\$ (48,576)		\$ (170,771)				\$ 33,922	\$ (185,425)

Commission Summary Third Quarter FY 21

Lutheran Family Services							\$ 31,124	\$ 31,124
Marion-Dillon	\$ (347,281)	\$ (17,753)	\$ (524,102)				\$ 92,811	\$ (796,325)
Marlboro	\$ (214,050)	\$ (11,099)	\$ (111,910)				\$ 22,911	\$ (314,148)
MaxAbilities of York	\$ (1,790,006)	\$ (22,440)	\$ (855,587)				\$ 243,454	\$ (2,424,579)
MIRCI							\$ 51,250	\$ 51,250
Newberry	\$ (215,124)		\$ (283,506)				\$ 69,424	\$ (429,206)
Oconee	\$ (639,353)		\$ (415,572)				\$ 117,712	\$ (937,213)
Orangeburg	\$ (842,630)	\$ (51,050)	\$ (461,985)				\$ 111,617	\$ (1,244,048)
Pickens	\$ (304,034)		\$ (594,463)				\$ (37,205)	\$ (935,702)
Pine Grove							\$ 45,680	\$ 45,680
Richland/Lexington	\$ (6,939)						\$ 31,064	\$ 24,125
SAFY							\$ (25,458)	\$ (25,458)
SC Mentor							\$ 47,368	\$ 47,368
SC Mentor- HM							\$ 55,563	\$ 55,563
Sumter	\$ (306,028)		\$ (516,023)				\$ 195,301	\$ (626,750)
Thrive Upstate	\$ (2,977,045)	\$ (213,663)	\$ (2,455,062)			\$ 56,000	\$ 342,442	\$ (5,247,328)
Tri-Development	\$ (1,472,743)	\$ (35,126)	\$ (1,045,360)			\$ 56,000	\$ 165,720	\$ (2,331,509)
UCP of SC							\$ 9,944	\$ 9,944
Union	\$ (153,244)	\$ (11,662)	\$ (193,977)				\$ 61,592	\$ (297,291)
Williamsburg	\$ (174,024)	\$ (26,423)	\$ (305,888)				\$ 49,191	\$ (457,144)
Willowglen/Broadstep							\$ 73,475	\$ 73,475
Grand Total	\$ (31,636,564)	\$ (1,251,368)	\$ (21,625,297)	\$ 38,000	\$ 25,000	\$ 280,000	\$ 4,883,055	\$ (49,287,174)

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Aldersgate Spec Needs Ministry	Residential	\$ 22,814	7/1/20	Rate increases for residential
Allendale/Barnwell	Band B	\$ (242,882)	1/1/21	Conversion to Fee for Service
Allendale/Barnwell	Band I	\$ (298,427)	1/1/21	Conversion to Fee for Service
Allendale/Barnwell	Residential	\$ 115,105	7/1/20	Residential Band Increases
Allendale/Barnwell	Band B	\$ 5,368	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Allendale/Barnwell	Band I	\$ (1,233)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Anderson	Band B	\$ (1,138,076)	1/1/21	Conversion to Fee for Service
Anderson	Band I	\$ (768,449)	1/1/21	Conversion to Fee for Service
Anderson	Residential	\$ 142,606	7/1/20	Residential Band Increases
Anderson	Band B	\$ (7,055)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Anderson	Band I	\$ 6,677	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Anderson	Residential	\$ 14,753	11/16/20	SLP I slot for ST
Arc of the Midlands	Residential	\$ 7,438	7/1/20	Rate increases for residential
Arc of the Midlands	Residential	\$ (6,676)	2/26/21	Termination of residential services to AB
Babcock Center	Band B	\$ (6,474,545)	1/1/21	Conversion to Fee for Service
Babcock Center	Band B Outliers	\$ (76,231)	1/1/21	Conversion to Fee for Service
Babcock Center	Band I	\$ (2,521,707)	1/1/21	Conversion to Fee for Service
Babcock Center	Residential	\$ 464,875	7/1/20	Residential Band Increases
Babcock Center	HASCI Transitional Program	\$ 56,000	1/1/21	Funding for third and fourth quarter of the year
Babcock Center	Band B	\$ 9,892	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Babcock Center	Band I	\$ 9,809	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Babcock Center	Residential	\$ (35,519)	1/24/21	Termination of vacancy @ Osprey Lane
Babcock Center	Residential	\$ (40,797)	2/3/21	Termination of vacancy @ Osprey Lane
Babcock Center	Residential	\$ (43,162)	12/21/20	Termination of vacancy @ Osprey Lane
Babcock Center	Residential	\$ (53,201)	12/20/20	Termination of vacancy @ Bay Springs
Babcock Center	Residential	\$ (39,790)	1/5/21	Termination of vacancy @ Richmond Farms
Babcock Center	Residential	\$ (20,132)	12/29/20	Termination of vacancy @ Pitts Apts
Babcock Center	Residential	\$ (12,751)	12/13/20	Termination of SLP I for ST
Bamberg	Band B	\$ (83,274)	1/1/21	Conversion to Fee for Service
Bamberg	Band I	\$ (179,056)	1/1/21	Conversion to Fee for Service
Bamberg	Residential	\$ 63,096	7/1/20	Residential Band Increases
Bamberg	Band B	\$ (6,939)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Bamberg	Residential	\$ (41,348)	2/1/21	Termination of vacancy @ Hampton CRCF
Bamberg	Residential	\$ (15,130)	1/26/21	Termination of CTH I for JA
Beaufort	Band B	\$ (693,949)	1/1/21	Conversion to Fee for Service
Beaufort	Band I	\$ (634,157)	1/1/21	Conversion to Fee for Service
Beaufort	Residential	\$ 69,213	7/1/20	Residential Band Increases
Beaufort	Band I	\$ 618	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Beaufort	Residential	\$ (14,753)	11/13/20	Termination of SLP I for AJ
Beaufort	Residential	\$ 104,308	1/25/21	New Bostic CTH II
Berkeley Citizens	Band B	\$ (832,739)	1/1/21	Conversion to Fee for Service

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Berkeley Citizens	Band I	\$ (693,842)	1/1/21	Conversion to Fee for Service
Berkeley Citizens	Residential	\$ 155,087	7/1/20	Residential Band Increases
Berkeley Citizens	Band I	\$ 1,442	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Berkeley Citizens	Residential	\$ (11,544)	11/16/20	Band H vacancy @ Cohen Circle filled by Band G EE
Burton	Band B	\$ (874,376)	1/1/21	Conversion to Fee for Service
Burton	Band I	\$ (887,820)	1/1/21	Conversion to Fee for Service
Burton	Residential	\$ 227,940	7/1/20	Residential Band Increases
Burton	Band B	\$ 575	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Burton	Band I	\$ (618)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Burton	Residential	\$ (17,839)	10/1/20	Various CTH II moves
Burton	Residential	\$ (57,333)	9/24/20	Termination of vacancies at Shoals Pointe and Edgewood SLP II
Burton	Residential	\$ (52,245)	1/5/21	Termination of vacancy @ Edgefield ICF
Calhoun	Band B	\$ (194,306)	1/1/21	Conversion to Fee for Service
Calhoun	Band I	\$ (238,741)	1/1/21	Conversion to Fee for Service
Calhoun	Residential	\$ 83,120	7/1/20	Residential Band Increases
Calhoun	Band I	\$ 1,773	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
CareFocus	Residential	\$ 75,319	7/1/20	Rate increases for residential
CareFocus	Residential	\$ (7,422)	2/4/21	Band decrease for AS
Charles Lea	Residential	\$ (72,915)	11/23/20	Termination of Medical Model ICF services to JC
Charles Lea	Residential	\$ (54,950)	11/24/20	Termination of CIRS to JJ and BJ
Charles Lea	Band B	\$ (2,192,879)	1/1/21	Conversion to Fee for Service
Charles Lea	Band B Outliers	\$ (94,684)	1/1/21	Conversion to Fee for Service
Charles Lea	Band I	\$ (1,521,977)	1/1/21	Conversion to Fee for Service
Charles Lea	Fiscal Agent Respite	\$ 25,000	1/15/21	Additional fund for Admin of Fiscal Agent Respite Statewide program
Charles Lea	Residential	\$ 484,674	7/1/20	Residential Band Increases
Charles Lea	Band B	\$ 1,074	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Charles Lea	Band I	\$ 701	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Charles Lea	Residential	\$ 12,738	12/17/20	SLP I slot for JW
Charles Lea	Residential	\$ (19,913)	1/31/21	Termination of Vacancy at Laurel Glen
Charles Lea	Residential	\$ (13,486)	11/22/20	Band H Vacancy @ Peach Valley filled by Band G BJ
Charles Lea	Residential	\$ 6,242	11/1/20	Band G Vacancy @ Cowpens filled by Band H JC
Charles Lea	Residential	\$ (10,476)	12/7/20	Band H Vacancy @ Cowpens filled by Band G ME
Charles Lea	Residential	\$ (40,797)	2/3/21	Termination of vacancy @ Gaston CTH II
Charles Lea	Residential	\$ (33,945)	1/31/21	Termination of vacancy @ Brian Drive CTH II
Charles Lea	Residential	\$ (44,656)	1/20/21	Termination of vacancy @ Ridgeway CTH II
Charleston	Band B	\$ (1,589,143)	1/1/21	Conversion to Fee for Service
Charleston	Band B Outliers	\$ (19,957)	1/1/21	Conversion to Fee for Service
Charleston	Band I	\$ (1,529,438)	1/1/21	Conversion to Fee for Service
Charleston	Capital Grant	\$ 38,000	1/1/21	Purchase of Red Birch CTH II
Charleston	Residential	\$ 316,660	7/1/20	Residential Band Increases
Charleston	HASCI Transitional Program	\$ 56,000	1/1/21	Funding for third and fourth quarter of the year

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Charleston	Band I	\$ (805)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Charleston	Residential	\$ (21,884)	10/26/20	Termination of residential outlier for IB
Charleston	Residential	\$ 11,308	1/8/21	New SLP I for RN
Cherokee	Band B	\$ (312,277)	1/1/21	Conversion to Fee for Service
Cherokee	Band I	\$ (313,348)	1/1/21	Conversion to Fee for Service
Cherokee	Residential	\$ 56,207	7/1/20	Residential Band Increases
Cherokee	Band B	\$ 422	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Cherokee	Band I	\$ (536)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Cherokee	Residential	\$ (48,407)	1/18/21	Termination of vacancy @ J. Claude Fort I ICF
CHESCO	Band B	\$ (360,854)	1/1/21	Conversion to Fee for Service
CHESCO	Band B Outliers	\$ (61,118)	1/1/21	Conversion to Fee for Service
CHESCO	Band I	\$ (261,123)	1/1/21	Conversion to Fee for Service
CHESCO	Residential	\$ 320,658	7/1/20	Residential Band Increases
CHESCO	Residential	\$ 27,900	10/19/20	Restoration of vacancy @ Wynn Way for DJ
CHESCO	Residential	\$ 58,714	11/30/20	Restoration of vacancy @ Ingram for JH
CHESCO	Residential	\$ 3,000	11/4/20	Placement of SG at Smyrna for 26 days
CHESCO	Residential	\$ 71,119	10/16/20	Restoration of vacancy @ Wallace for HR
CHESCO	Residential	\$ (24,399)	11/20/20	Termination of vacancy @ Percival SLP II
CHESCO	Residential	\$ (37,092)	1/17/21	Termination of vacancy @ Logan CTH II
CHESCO HM	Residential	\$ (10,864)	12/31/20	Changes in Consumer population
Chester/Lancaster	Band B	\$ (811,920)	1/1/21	Conversion to Fee for Service
Chester/Lancaster	Band B Outliers	\$ (25,881)	1/1/21	Conversion to Fee for Service
Chester/Lancaster	Band I	\$ (425,258)	1/1/21	Conversion to Fee for Service
Chester/Lancaster	Residential	\$ 86,775	7/1/20	Residential Band Increases
Chester/Lancaster	Band B	\$ (1,074)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
CHS Group	Residential	\$ 12,008	7/1/20	Rate increases for residential
Clarendon	Band B	\$ (242,882)	1/1/21	Conversion to Fee for Service
Clarendon	Band B Outliers	\$ (10,566)	1/1/21	Conversion to Fee for Service
Clarendon	Band I	\$ (201,438)	1/1/21	Conversion to Fee for Service
Clarendon	Residential	\$ 109,636	7/1/20	Residential Band Increases
Clarendon	Residential	\$ 10,853	1/15/21	New SLP I for MS
Clarendon	Residential	\$ (43,375)	9/15/20	Various CTH II moves
Clarendon	Residential	\$ (25,201)	11/24/20	Termination of CTH I for ES
Colleton	Band B	\$ (360,854)	1/1/21	Conversion to Fee for Service
Colleton	Band B Outliers	\$ (27,057)	1/1/21	Conversion to Fee for Service
Colleton	Band I	\$ (164,135)	1/1/21	Conversion to Fee for Service
Colleton	Residential	\$ 88,483	7/1/20	Residential Band Increases
Community Options	Residential	\$ 205,721	7/1/20	Rate increases for residential
Community Options	Residential	\$ 30,187	2/18/21	Changes in Consumer population
Darlington	Band B	\$ (305,338)	1/1/21	Conversion to Fee for Service
Darlington	Band B Outliers	\$ (10,677)	1/1/21	Conversion to Fee for Service

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Darlington	Band I	\$ (261,123)	1/1/21	Conversion to Fee for Service
Darlington	Residential	\$ 76,722	7/1/20	Residential Band Increases
Darlington	Residential	\$ (83,827)	9/20/20	Termination of Vacancy @ John Reagan ICF
Dorchester	Band B	\$ (1,089,500)	1/1/21	Conversion to Fee for Service
Dorchester	Band I	\$ (440,180)	1/1/21	Conversion to Fee for Service
Dorchester	Residential	\$ 177,963	7/1/20	Residential Band Increases
Dorchester	Band B	\$ (1,572)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Dorchester	Band I	\$ 1,896	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Dorchester	Residential	\$ (16,412)	2/1/21	Termination of vacancy @ Canvasback
Dorchester	Residential	\$ (14,758)	9/17/20	Vacancy at Parsons II until filled by DJ
Everlasting Arms	Residential	\$ 840	7/1/20	Rate increases for residential
Excalibur	Residential	\$ (52,423)	2/21/21	Termination of residential services to ML
Fairfield	Band B	\$ (104,092)	1/1/21	Conversion to Fee for Service
Fairfield	Band B Outliers	\$ (11,650)	1/1/21	Conversion to Fee for Service
Fairfield	Band I	\$ (96,989)	1/1/21	Conversion to Fee for Service
Fairfield	Residential	\$ 76,437	7/1/20	Residential Band Increases
Fairfield	Residential	\$ 35,546	7/1/20	Band changes related to consumer movement at CTH Iis
Florence	Band B	\$ (1,172,774)	1/1/21	Conversion to Fee for Service
Florence	Band B Outliers	\$ (121,345)	1/1/21	Conversion to Fee for Service
Florence	Band I	\$ (626,696)	1/1/21	Conversion to Fee for Service
Florence	Residential	\$ 208,068	7/1/20	Residential Band Increases
Florence	Band B	\$ (230)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Florence	Band I	\$ 660	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Florence	Residential	\$ (48,107)	10/22/20	Termination of vacancy @ Twin Oaks
Florence	Residential	\$ 69,465	11/29/20	Restoration of vacancy @ Carolina Place for FH
Florence	Residential	\$ (30,855)	12/15/20	Termination of vacancy @ 220 Kelly St SLP II
Georgetown	Band B	\$ (402,490)	1/1/21	Conversion to Fee for Service
Georgetown	Band B Outliers	\$ (67,225)	1/1/21	Conversion to Fee for Service
Georgetown	Band I	\$ (193,977)	1/1/21	Conversion to Fee for Service
Georgetown	Residential	\$ 66,220	7/1/20	Residential Band Increases
Georgetown	Band B	\$ (3,298)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Hampton	Band B	\$ (152,669)	1/1/21	Conversion to Fee for Service
Hampton	Band B Outliers	\$ (16,033)	1/1/21	Conversion to Fee for Service
Hampton	Band I	\$ (126,831)	1/1/21	Conversion to Fee for Service
Hampton	Residential	\$ 20,063	7/1/20	Residential Band Increases
Heart and Hands	Residential	\$ 2,824	7/1/20	Rate increases for residential
Heart and Hands	Residential	\$ 22,484	1/20/21	Residential services for JB, CC and JE
Horry	Band B	\$ (1,304,624)	1/1/21	Conversion to Fee for Service
Horry	Band B Outliers	\$ (49,735)	1/1/21	Conversion to Fee for Service
Horry	Band I	\$ (634,157)	1/1/21	Conversion to Fee for Service
Horry	Residential	\$ 127,834	7/1/20	Residential Band Increases

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Horry	HASCI Transitional Program	\$ 56,000	1/1/21	Funding for third and fourth quarter of the year
Horry	Band B	\$ 881	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Horry	Band I	\$ 2,308	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Horry	Band B	\$ 575	12/17/20	15 days of Band B for NL
Horry	Residential	\$ 4,939	10/1/20	SLP I slot for BW and termination for NL
Jasper	Band B	\$ (138,790)	1/1/21	Conversion to Fee for Service
Jasper	Band I	\$ (179,056)	1/1/21	Conversion to Fee for Service
Jasper	Residential	\$ 41,550	7/1/20	Residential Band Increases
Jasper	Residential	\$ (62,023)	12/7/20	Vacancies at Adams St and Hagin Drive
Kershaw	Band B	\$ (624,554)	1/1/21	Conversion to Fee for Service
Kershaw	Band B Outliers	\$ (136,266)	1/1/21	Conversion to Fee for Service
Kershaw	Band I	\$ (261,123)	1/1/21	Conversion to Fee for Service
Kershaw	Residential	\$ 39,351	7/1/20	Residential Band Increases
Laurens	Band B	\$ (444,127)	1/1/21	Conversion to Fee for Service
Laurens	Band B Outliers	\$ (133,727)	1/1/21	Conversion to Fee for Service
Laurens	Band I	\$ (253,663)	1/1/21	Conversion to Fee for Service
Laurens	Residential	\$ 173,171	7/1/20	Residential Band Increases
Laurens	Band B	\$ (192)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Laurens	Band I	\$ (1,072)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Laurens	Residential	\$ (45,635)	12/10/20	Termination of HASCI Residential for EK
Laurens	Residential	\$ 33,965	1/15/21	New HASCI Residential for DW
Laurens	Residential	\$ 45,635	12/10/20	Changes in CRCF population
Laurens	Residential	\$ (236,635)	11/16/20	Closing of Northside CTH II and other consumer moves
Laurens	Residential	\$ 20,277	10/12/20	New SLP I slot
Laurens	Residential	\$ (45,080)	10/20/20	Conversion of SLP II to SLP I
Lee	Band B	\$ (48,576)	1/1/21	Conversion to Fee for Service
Lee	Band I	\$ (171,595)	1/1/21	Conversion to Fee for Service
Lee	Residential	\$ 98,800	7/1/20	Residential Band Increases
Lee	Band I	\$ 824	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Lee	Residential	\$ (49,232)	11/24/20	Termination of vacancy @ East Main St
Lee	Residential	\$ (15,646)	2/8/21	Termination of vacancy @ Chappell Drive
Lutheran Family Services	Residential	\$ 54,456	7/1/20	Rate increases for residential
Lutheran Family Services	Residential	\$ (23,332)	2/11/21	Termination of residential services to MH
Marion-Dillon	Band B	\$ (346,975)	1/1/21	Conversion to Fee for Service
Marion-Dillon	Band B Outliers	\$ (17,753)	1/1/21	Conversion to Fee for Service
Marion-Dillon	Band I	\$ (522,247)	1/1/21	Conversion to Fee for Service
Marion-Dillon	Residential	\$ 86,134	7/1/20	Residential Band Increases
Marion-Dillon	Band B	\$ (306)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Marion-Dillon	Band I	\$ (1,855)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Marion-Dillon	Residential	\$ 58,224	10/15/20	Restoration of vacancy @ Linkside Place for DS
Marion-Dillon	Residential	\$ (51,547)	12/26/20	Termination of vacancy @ Dillon CRCF

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Marlboro	Band B	\$ (215,124)	1/1/21	Conversion to Fee for Service
Marlboro	Band B Outliers	\$ (11,099)	1/1/21	Conversion to Fee for Service
Marlboro	Band I	\$ (111,910)	1/1/21	Conversion to Fee for Service
Marlboro	Residential	\$ 22,911	7/1/20	Residential Band Increases
Marlboro	Band B	\$ 1,074	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
MaxAbilities of York	Band B	\$ (1,790,389)	1/1/21	Conversion to Fee for Service
MaxAbilities of York	Band B Outliers	\$ (22,440)	1/1/21	Conversion to Fee for Service
MaxAbilities of York	Band I	\$ (857,977)	1/1/21	Conversion to Fee for Service
MaxAbilities of York	Residential	\$ 222,072	7/1/20	Residential Band Increases
MaxAbilities of York	Band B	\$ 383	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
MaxAbilities of York	Band I	\$ 2,390	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
MaxAbilities of York	Residential	\$ 9,228	2/9/21	SLP I slot for KW
MaxAbilities of York	Residential	\$ 12,154	11/4/20	Band increase for SD
MIRCI	Residential	\$ 13,746	7/1/20	Rate increases for residential
MIRCI	Residential	\$ 37,504	2/12/21	Residential services for MH
Newberry	Band B	\$ (215,124)	1/1/21	Conversion to Fee for Service
Newberry	Band I	\$ (283,506)	1/1/21	Conversion to Fee for Service
Newberry	Residential	\$ 99,061	7/1/20	residential Band Increases
Newberry	Residential	\$ (51,705)	11/13/20	Termination of vacancy at Circle CTH II
Newberry	Residential	\$ 22,068	2/4/21	SLP I to SLP II conversion for TS
Oconee	Band B	\$ (638,433)	1/1/21	Conversion to Fee for Service
Oconee	Band I	\$ (417,798)	1/1/21	Conversion to Fee for Service
Oconee	Residential	\$ 139,879	7/1/20	Residential Band Increases
Oconee	Band B	\$ (920)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Oconee	Band I	\$ 2,226	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Oconee	Residential	\$ (25,166)	11/13/20	Termination of vacancy @ Stephanie Lane
Oconee	Residential	\$ 22,321	11/13/20	Restoration of SLP III slot for DM
Oconee	Residential	\$ (19,322)	11/7/20	Vacancies at Keowee and Tanglewood until filled
Orangeburg	Band B	\$ (839,678)	1/1/21	Conversion to Fee for Service
Orangeburg	Band B Outliers	\$ (51,050)	1/1/21	Conversion to Fee for Service
Orangeburg	Band I	\$ (462,562)	1/1/21	Conversion to Fee for Service
Orangeburg	Residential	\$ 182,556	7/1/20	Residential Band Increases
Orangeburg	Band B	\$ (2,952)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Orangeburg	Band I	\$ 577	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Orangeburg	Residential	\$ (21,900)	8/5/20	Vacancy @ Woodland CTH II until filled by OH
Orangeburg	Residential	\$ (49,039)	8/12/20	CTH II vacancies until filled
Pickens	Band B	\$ (305,338)	1/1/21	Conversion to Fee for Service
Pickens	Band I	\$ (596,854)	1/1/21	Conversion to Fee for Service
Pickens	Residential	\$ 139,940	7/1/20	Residential Band Increases
Pickens	Band B	\$ 1,304	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Pickens	Band I	\$ 2,391	11/15/20	Final amendment for Band I for 11/15/20-12/31/20

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Pickens	Residential	\$ 58,674	10/13/20	Residential placement of NH
Pickens	Residential	\$ (71,946)	10/13/20	Termination of vacancy at Liberty A
Pickens	Residential	\$ 57,550	10/18/20	Restoration of intermittent vacancy @ Ridgecrest for EH
Pickens	Residential	\$ (42,982)	9/17/20	Termination of residential outlier for NS
Pickens	Residential	\$ (19,558)	10/11/20	Vacancy at Liberty A until filled by CS
Pickens	Residential	\$ (12,459)	10/29/20	Vacancy @ Northway until filled by CG
Pickens	Residential	\$ (47,883)	11/30/20	Termination of vacancy @ Brewer CTH II
Pickens	Residential	\$ (58,714)	11/30/20	Termination of vacancy @ Clark
Pickens	Residential	\$ (23,305)	11/30/20	Termination of vacancy @ Nations Way
Pickens	Residential	\$ (16,521)	1/31/21	Termination of vacancy @ Nations Way
Pine Grove	Residential	\$ 15,901	7/1/20	Rate increases for residential
Pine Grove	Residential	\$ 29,779	2/15/21	Residential services to LH
Richland/Lexington	Band B	\$ (6,939)	1/1/21	Conversion to Fee for Service
Richland/Lexington	Residential	\$ 31,064	7/1/20	Residential Band Increases
SAFY	Residential	\$ (25,458)	1/7/21	Termination of residential services to RN
SC Mentor	Residential	\$ 96,743	7/1/20	Rate increases for residential
SC Mentor	Residential	\$ (49,375)	12/30/20	Changes in Consumer population
SC Mentor- HM	Residential	\$ 55,563	2/15/21	Changes in Consumer population
Sumter	Band B	\$ (305,338)	1/1/21	Conversion to Fee for Service
Sumter	Band I	\$ (514,786)	1/1/21	Conversion to Fee for Service
Sumter	Residential	\$ 162,491	7/1/20	Residential Band Increases
Sumter	Band B	\$ (690)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Sumter	Band I	\$ (1,237)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Sumter	Residential	\$ 32,810	1/27/21	New bed at Hartwell; Band decrease at Club Lane
Thrive Upstate	Band B	\$ (2,983,981)	1/1/21	Conversion to Fee for Service
Thrive Upstate	Band B Outliers	\$ (213,663)	1/1/21	Conversion to Fee for Service
Thrive Upstate	Band I	\$ (2,468,482)	1/1/21	Conversion to Fee for Service
Thrive Upstate	Residential	\$ 361,899	7/1/20	Residential Band Increases
Thrive Upstate	HASCI Transitional Program	\$ 56,000	1/1/21	Funding for third and fourth quarter of the year
Thrive Upstate	Band B	\$ 3,217	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Thrive Upstate	Band I	\$ 13,420	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Thrive Upstate	Band B	\$ 3,719	9/25/20	Band B for KH through 12/31/20
Thrive Upstate	Residential	\$ 15,086	7/1/20	Band I for IS and JP through 12/31/20
Thrive Upstate	Residential	\$ (2,922)	11/11/20	Vacancy at Cherry Cove until filled by BW
Thrive Upstate	Residential	\$ (28,010)	11/11/20	Termination of SLP for BH and JC
Thrive Upstate	Residential	\$ (3,611)	12/14/20	Vacancies at Properties West
Tri-Development	Band B	\$ (1,478,111)	1/1/21	Conversion to Fee for Service
Tri-Development	Band B Outliers	\$ (35,126)	1/1/21	Conversion to Fee for Service
Tri-Development	Band I	\$ (1,044,494)	1/1/21	Conversion to Fee for Service
Tri-Development	Residential	\$ 276,735	7/1/20	Residential Band Increases
Tri-Development	HASCI Transitional Program	\$ 56,000	1/1/21	Funding for third and fourth quarter of the year

2021
Third Quarter Amendment Summary

PROVIDER	SERVICE	21 funds	EFF. Date	Purpose
Tri-Development	Band B	\$ 5,368	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Tri-Development	Band I	\$ (866)	11/15/20	Final amendment for Band I for 11/15/20-12/31/20
Tri-Development	Residential	\$ 8,289	1/19/21	Band increase at Trailwood for placement of BG
Tri-Development	Residential	\$ (16,455)	2/8/21	Termination of CTH I for LF
Tri-Development	Residential	\$ (23,820)	12/6/20	Termination of CTH I for JH
Tri-Development	Residential	\$ (33,271)	2/3/21	Termination of vacancy @ Trailpoint
Tri-Development	Residential	\$ (45,759)	1/16/21	Termination of vacancy @ Bradley Mill
UCP of SC	Residential	\$ 144,456	7/1/20	Rate increases for residential
UCP of SC	Residential	\$ (134,512)	1/22/21	Termination of services to RM, JC, RH and RC
Union	Band B	\$ (152,669)	1/1/21	Conversion to Fee for Service
Union	Band B Outliers	\$ (11,662)	1/1/21	Conversion to Fee for Service
Union	Band I	\$ (193,977)	1/1/21	Conversion to Fee for Service
Union	Residential	\$ 61,592	7/1/20	Residential Band Increases
Union	Band B	\$ (575)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Williamsburg	Band B	\$ (173,487)	1/1/21	Conversion to Fee for Service
Williamsburg	Band B Outliers	\$ (26,423)	1/1/21	Conversion to Fee for Service
Williamsburg	Band I	\$ (305,888)	1/1/21	Conversion to Fee for Service
Williamsburg	Residential	\$ 49,191	7/1/20	Residential Band Increases
Williamsburg	Band B	\$ (537)	11/15/20	Final amendment for Band B for 11/15/20-12/31/20
Willowglen/Broadstep	Residential	\$ 31,115	7/1/20	rate increases for residential
Willowglen/Broadstep	Residential	\$ 42,360	1/25/21	Residential services to GW
	Total ALL	\$ (49,287,174)		

Constance Holloway
Interim State Director
Patrick Maley
Deputy Director
Interim Chief Financial Officer
Rufus Britt
Associate State Director
Operations
Susan Kreh Beck
Associate State Director
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David L. Thomas

Reference: Number: 800-03-CP

Title of Document: South Carolina Commission on Disabilities and Special Needs Executive Limitations Policy

Date of Issue: January 18, 2007
 Effective Date: January 18, 2007
 Last Review Date: April 15, 2021
 Date of Last Revision: April 15, 2021 **(REVISED)**

The State Director of the South Carolina Department of Disabilities and Special Needs (DDSN) is selected and appointed by the Commission on Disabilities and Special Needs (Commission) and serves at its pleasure. The State Director is responsible for the operation of DDSN, subject to Commission policies and actions applied through Department Directives.

Only decisions of the Commission when acting as a body are binding upon the State Director. Decisions, instructions or requests of individuals are not binding on the State Director, except as specifically authorized by the Commission.

The State Director shall:

1. Maintain ethics and prudence in the operation of DDSN and conform DDSN to all federal, state, and Commission requirements, and protect DDSN assets. Make all decisions, take all actions, establish all practices, and develop all activities within the confines of the reasonable interpretation of the Commission's policies.

2. Hire adequate qualified personnel, and implement effective programs necessary to carry out the legislative mandate and Commission Ends policy.
3. Use resources effectively and efficiently and maintain transparency and accountability with the Commission through reports on services, finances, and other monitoring data necessary to the Commission's policy governance.

- a. An executive summary of all consultant contracts and any other contracts of \$200,000 or more recommended by staff within a given fiscal year will be presented to the Commission to determine which contracts will be selected for their review.

Present to the Commission for approval any contracts for procurement when the full contractual amount exceeds \$200,000, excluding contract adjustments due to filling vacancies based on individual choice. Contracts with providers to increase capacity that exceed \$200,000 must be presented to the Commission for approval. The Commission will receive a quarterly report of provider contract amendments below the required \$200,000 individually approved threshold.

- b. Present to the Commission for approval any recommendations for the creation of new Capital Improvement accounts, as well as any re-scoping of Capital Improvement Projects after Commission approval. On an annual basis, provide the Commission a report of agency's Capital Improvement Projects with corresponding expenditures, as well as an explanation for any project lagging behind its expected completion timeframe.
 - c. Present to the Commission for approval prior to implementation any recommendations for positions, programs, and/or divisions that result in the cost of the positions exceeding \$200,000.
 - d. Present to the Commission for approval all federal grant applications as soon as is practical and prior to actual receipt of funds.
4. Follow the personnel grievance procedures of the Division of State Human Resources of the Department of Administration.
 5. Communicate effectively with the Commission, DDSN staff and the public, make the Commission aware of relevant trends, anticipated adverse media coverage, material change, or assumptions on which Commission policy has been established.
 6. Clearly present information necessary for monitoring, making decisions, and for policy deliberations without using acronyms whenever possible.
 7. Inform the Commission when, in the opinion of the State Director, the Commission is not in compliance with its own policies.

8. Inform the Commission quarterly of the number of all DDSN state employee, contracted personnel and volunteer discrimination and harassment and sexual harassment complaints pursuant to DDSN Directive 413-08-DD: Anti-Harassment.
9. The DSN Commission retains its authority to revise and approve all existing and new Commission Policies, Department Directives, and Service Standards. However, the DSN Commission delegates authority and responsibility to the Policy Committee to establish procedures to coordinate the review, revision, and recommendation of all policies to the full DSN Commission. The State Director's role in the review, revision, and approval of agency policies will be set by the Policy Committee Procedures.
10. The Commission will remain apprised of any anticipated, significant changes to the following:
 - a. The service delivery system, or increase restrictions in reporting abuse, neglect, exploitation, critical incidents or sexual assault, prior to implementation.
 - b. The responsiveness in person-centered services as expressed in a money-follows-the-individual concept/practice and consumer choice of provider.
 - c. Establishment of advisory councils for those supported and/or families by county DSN boards and contracted service providers, and regional and local human rights advisory groups.
 - d. Quality management of administration, finances, program and service delivery functions such as standards, licensing/certification and reviews, independent quality review, consumer/family surveys, annual independent financial audits, periodic compliance audits, special audits, critical incident reporting/tracking, abuse/neglect/exploitation reporting/follow-up.
11. Present assessments to the Commission for approval of any proposed procedures and actual assessment instruments being considered for use in the allocation of resources to those eligible for DDSN services.
12. Enforce directives concerning eligibility of applicants and make final decisions on sequence of admissions.
13. Oversee the Internal Audit Director administratively according to an annual work plan, while not restricting the auditor's independence or the functional oversight of the Commission. The State Director shall obtain Commission consent before hiring or firing the Internal Audit Director.
14. Deal with the Commission as a whole except when individuals are specifically authorized to speak for the Commission.
15. Present to the Commission for review and approval any recommendations for changes.

16. Implement an interim policy when faced with a time-sensitive decision. The State Director is encouraged to attempt to consult with all members of the Commission whenever possible prior to implementation of the interim policy. The State Director will present the interim policy to the full Commission at the next Commission meeting.
17. Present to the Commission for approval recommendations for a new DDSN-operated Home and Community Based Services (HCBS) Waiver and/or recommendations for changes to existing DDSN-operated HCBS Waivers prior to making an official request to SCDHHS.
- 18.¹ In order to assist the Commission in making recommendations to SCDHHS concerning the implementation and operation of all programs it operates directly or through contracted Providers, the State Director will submit relevant information to the Commission concerning all changes being considered by SCDHHS that would affect the administering of federal funds for programs governed by DDSN, including but not limited to:
 - Rates and proposed changes in rates.
 - Billing methodology for Providers contracted with DDSN, including recommending which agency providers are to bill for services.
 - Timelines of implementation for program changes, billing changes, or rate changes.
19. The State Director shall keep the Commission informed of all matters involving inquiries from the Centers for Medicare and Medicaid Services (CMS) regarding DDSN services and/or programs of which the State Director is aware.

Barry D. Malphrus
Vice Chairman

Gary C. Lemel
Chairman

¹ SECTION 44-20-270. Administration of federal funds.

The department is designated as the state's intellectual disability, related disabilities, head injuries, and spinal cord injuries authority for the purpose of administering federal funds allocated to South Carolina for intellectual disability programs, related disability programs, head injury programs, and spinal cord injury programs. This authority does not include the functions and responsibilities granted to the South Carolina Department of Health and Environmental Control or to the South Carolina Department of Vocational Rehabilitation or the administration of the "State Hospital Construction and Franchising Act".

OBSOLETE

Beverly A. H. Buscemi, Ph.D.
State Director
David A. Goodell
Associate State Director
Operations
Susan Kreh Beck
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Policy
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Reference Number: 103-01-DD

Title of Document: Federal Grant Application and Award Policy

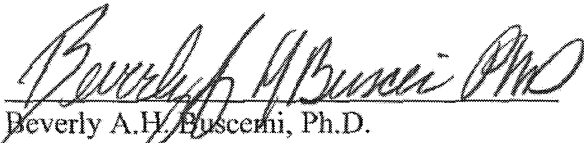
Date of Issue: May 26, 1987
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Date of Last Revision: July 10, 2015 (NO REVISIONS)

Applicability: DDSN Central Office, DDSN District Directors

All applications for federal grants must be approved by the Department of Disabilities and Special Needs State Director prior to submission to the federal or state grantor agency. All grant awards must be approved by the South Carolina Commission on Disabilities and Special Needs prior to receipt of the funds.



Tom Waring
Associate State Director-Administration
(Originator)



Beverly A.H. Buscemi, Ph.D.
State Director
(Approved)

DISTRICT I

P.O. Box 239
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Midlands Center - Phone: 803/935-7500
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DISTRICT II

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Reference Number: 535-11-DD

Title of Document: Appeal and Reconsideration of Decisions

Date of Issue: May 31, 1996

Effective Date: May 31, 1996

Last Review Date: April 15, 2021

Date of Last Revision: April 15, 2021 (REVISED)

Applicability: All DDSN Divisions; DDSN Regional Centers; DSN Boards and Contract Service Providers

INTRODUCTION:

This directive establishes policies and procedures for appeal of decisions concerning eligibility for and services solely funded by the South Carolina Department of Disabilities and Special Needs (DDSN), Disabilities and Special Needs Boards, and Contracted Providers. Authority for this procedure is set forth in S.C. Code Ann. § 44-26-80 (2018) relating to the rights of individuals receiving services from DDSN. Additionally, this directive establishes the procedure for the reconsideration of decisions made by DDSN and/or its network of providers that affect the receipt of Medicaid services by Medicaid participants.

POLICY:

It is the policy of DDSN that each applicant or service recipient has the right to appeal or request reconsideration of decisions made by DDSN, DSN Boards, or Contracted Service Providers. DDSN DSN Boards, and Contracted Service Providers shall ensure that all concerns of applicants and service recipients are handled appropriately and in a timely manner.

DDSN utilizes funding appropriated by the South Carolina General Assembly to support those eligible for the agency's services. For some DDSN services, the funding appropriated by the South Carolina General Assembly is the only source of funding. However, in order to maximize the appropriated funding, DDSN also partners with the South Carolina Department of Health and Human Services (SCDHHS) to utilize Medicaid as a source of funding for services. Therefore, DDSN has final authority over some decisions, but when Medicaid funding is used or affected, SCDHHS, the Medicaid Agency, has final authority over the decision.

DDSN has the final authority over decisions that are solely funded by DDSN (*i.e., not funded by Medicaid*) and those solely within its established authority. In the context of this document those decisions will be referred to as "**DDSN Decisions.**" When an applicant or service recipient disagrees with a decision that was made by or on behalf of DDSN, the applicant or service recipient can appeal the decision to DDSN. Appeals of DDSN decisions that fall within DDSN's purview to hear are those decisions related to eligibility for DDSN services and decisions about services that are solely funded by DDSN. **DDSN decisions** that may be appealed include, but may not be limited to:

- Eligibility for DDSN services
- Determination of Critical Needs or Placement on Residential Waiting list for people not enrolled in the Intellectual Disability/Related Disability (ID/RD) or the Head and Spinal Cord Injury (HASCI) Waiver
- Individual and Family Support and State Funded Respite
- State Funded Case Management
- State Funded Follow Along
- State Funded Community Supports
- Calculation of Room and Board

SCDHHS, the Medicaid Agency, has final authority over decisions made regarding programs and services funded by Medicaid. In the context of this document, these decisions will be referred to as "**SCDHHS decisions.**" While the final authority for Medicaid decisions rests with SCDHHS, because DDSN operates Medicaid Home and Community Based Services (HCBS) Waivers on behalf of the SCDHHS and is a provider of Medicaid-funded services, SCDHHS allows DDSN to reconsider decisions made by DDSN or its network of providers before providing a Fair Hearing to a Medicaid participant. The reconsideration by DDSN is allowed to ensure that established Medicaid policy and procedures were followed and appropriately applied when the decision was made.

SCDHHS decisions that may be reconsidered by DDSN include, but may not be limited to:

- Denial of Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) Level of Care
- Denial of Nursing Facility (NF) Level of Care when reevaluated
- Other:
 - Denial of Placement on an HCBS Waiver waiting list
 - Denial of ID/RD Waiver Reserved Capacity
 - Denial of HASCI Waiver Reserved Capacity
 - Denial of Community Supports (CS) Waiver Reserved Capacity

- Denial, suspension, reduction or termination of a HCBS Waiver funded service
- Denial, suspension, reduction or termination of a Medicaid State Plan service authorized by a Waiver Case Manager
- Denial of the choice of HCBS Waiver service provider

DEFINITIONS:

Applicant:

- a. One who has contacted DDSN (via the toll free telephone number) to seek a determination of eligibility for DDSN services or by proxy, contact was made by the applicant's legal guardian.
- b. One who has contacted DDSN or a DDSN qualified Case Management provider to seek enrollment or one for whom enrollment is sought by a legal guardian in one of the Home and Community Based Services Waivers operated by DDSN.
- c. One who has contacted their Case Management provider or DDSN to seek a determination of ICF/IID Level of Care or one for whom a determination is sought by a legal guardian.

Service Recipient:

- a. One who has been determined by DDSN to meet the criteria for eligibility for DDSN services, or his/her legal guardian.
- b. One who is enrolled in a Home and Community Based Services Waiver operated by DDSN or by proxy, his/her legal guardian.

Representative:

- a. One, who with the consent of an individual who is not adjudicated incompetent, assists the applicant or service recipient.
- b. One, who with the consent of an individual's legal guardian, assists the applicant or service recipient.

Appeal:

A procedure by which a party dissatisfied with a decision, determination or ruling may refer the matter to a higher authority for review. In the context of this document, an appeal is a request by a DDSN applicant or service recipient to reverse a decision regarding DDSN eligibility or a service or program solely funded by DDSN.

Reconsideration:

A review of a decision to ensure the decision comports with applicable Medicaid policy or procedures. In the context of this document, a reconsideration is a review by DDSN of a decision made by DDSN or its network of service providers to ensure that applicable Medicaid

policy and/or procedures were appropriately applied when making the decision. If dissatisfied with the outcome of the reconsideration, the Medicaid participant may request a Fair Hearing from the Division of Appeals and Hearings at SCDHHS.

PROCEDURES FOR APPEAL OF DDSN DECISIONS:

A. Eligibility for DDSN Services

Step 1: Appeal in Writing:

When an appeal is desired by the applicant, a signed and dated written appeal of the denial must be made within 30 calendar days of the date of the eligibility decision. The appeal must state the reason(s) the denial was in error, and include any additional supporting information. The appeal must be made in writing to the State Director and sent by letter to the South Carolina Department of Disabilities and Special Needs-Appeals, 3440 Harden Street Extension, Columbia, South Carolina 29203 or by email to appeals@ddsn.sc.gov. Reasonable accommodations to assist with communication will be provided upon request. (See Attachment C: PROCESS FOR APPEAL OF DDSN DECISIONS)

Step 2: Review of Decision:

Upon receipt of the written appeal, all information shall be reviewed by the State Director using the eligibility criteria as set forth in the Department's regulation addressing "Eligibility." If the State Director determines new evaluation data is needed, no decision shall be made until this new evaluation data is received.

The applicant shall be notified in writing that the new evaluation is needed within 30 calendar days of receipt of the written appeal.

Step 3: Decision Rendered:

A written decision shall be provided to the applicant within 30 calendar days of receipt of the written appeal or receipt of the new evaluation data. In accordance with S.C. Code Ann. § 44-20 430 (2018), the decision of the State Director is final.

B. Services Solely Funded By DDSN or Issues Solely Within The Established Authority of DDSN

Step 1: Appeal in Writing:

When an appeal is desired by the person eligible for services from the Department, a signed and dated written appeal of a decision to deny, suspend, reduce or terminate a service solely funded by the Department shall be made within 30 calendar days of the notification of the decision. The appeal shall state the reason(s) the denial/suspension/reduction/termination was in error including any additional supporting information. The appeal shall be made by letter: South Carolina Department of Disabilities and Special Needs-Appeals, 3440 Harden Street Extension, Columbia, South Carolina 29203 or email: appeals@ddsn.sc.gov sent to the State Director of the

Department. Reasonable accommodations to assist with communication will be provided upon request. (See Attachment C: PROCESS FOR APPEAL OF DDSN DECISIONS)

Step 2: Review of Decision:

Upon receipt of the appeal, all available information shall be reviewed by the State Director.

Step 3: Decision Rendered:

A written decision shall be provided to the person eligible for services within 30 calendar days of receipt of the written appeal. The decision of the State Director shall be final.

RECONSIDERATION OF SCDHHS DECISIONS:

A. ICF/IID Level of Care

An adverse decision regarding an initial determination or an annual re-determination of ICF/IID Level of Care made by or upheld by the DDSN Eligibility Division may be reconsidered if relevant information not previously considered is available. Requests for reconsideration must be made in writing by the applicant/representative within 30 calendar days of the adverse decision. Written requests for reconsideration may be sent to the State Director of DDSN by email to appeals@ddsn.sc.gov or by mail to 3440 Harden Street Extension, Columbia, SC 29203. (See Attachment A: PROCESS FOR RECONSIDERATION OF SCDHHS DECISIONS)

If after reconsideration, including consideration of new information, the determination remains unchanged, the applicant may appeal to DHHS-Division of Appeals and Hearings. (See Attachment B: SCDHHS MEDICAID FAIR HEARING PROCESS)

NOTE: For those applying for Medicaid through the Tax Equity and Fiscal Responsibility Act (TEFRA), appeals of adverse ICF/IID Level of Care decisions must be made directly to DHHS-Division of Appeals and Hearings. DDSN cannot reconsider these decisions.

B. Nursing Facility Level of Care Re-Evaluations

An adverse decision regarding an annual re-evaluation of a Nursing Facility Level of Care by a Waiver Case Manager will automatically be reviewed by staff of DDSN's Head and Spinal Cord Injury (HASCI) Division prior to the expiration of the current Level of Care determination. A written request to DDSN for reconsideration is not required.

If the adverse decision is upheld by HASCI Division staff, an appeal may be made by the waiver participant to DHHS-Division of Appeals and Hearings. (See Attachment B: SCDHHS MEDICAID FAIR HEARING PROCESS)

C. Other SCDHHS Decisions

Written requests for reconsideration may be sent to the State Director of DDSN by email to appeals@ddsn.sc.gov or by mail to 3440 Harden Street Extension, Columbia, SC 29203. A formal request must be made in writing within 30 calendar days of receipt of notification of the adverse decision. A copy of the written notification of the adverse decision must be submitted along with the basis of the complaint and the relief sought. The request must be dated and signed by the Medicaid participant/representative. Reasonable accommodations to assist with communication will be provided upon request. (See Attachment A: PROCESS FOR RECONSIDERATION OF SCDHHS DECISIONS)

If, after reconsideration, the decision is upheld, a Fair Hearing may be requested by the Medicaid participant to SCDHHS-Division of Appeals and Hearings. (See Attachment B: SCDHHS MEDICAID FAIR HEARING PROCESS)

Barry D. Malphrus
Vice Chairman

Gary C. Lemel
Chairman

To access the following attachments, please see the agency website page “Attachments to Directives” under this directive number at <https://ddsn.sc.gov/providers/ddsn-directives-standards-and-manuals/current-directives>

Attachment A: PROCESS FOR RECONSIDERATION OF SCDHHS DECISIONS

Attachment B: SCDHHS MEDICAID FAIR HEARING PROCESS

Attachment C: PROCESS FOR APPEAL OF DDSN DECISIONS

Related Policies: 535-08-DD: Concerns of People Receiving Services: Reporting and Resolution

700-02-DD: Compliance with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973 and Establishment of a Complaint Process

**SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS (DDSN)
PROCESS FOR RECONSIDERATION OF SCDHHS DECISIONS**

“**SCDHHS decisions**” are decisions made regarding programs and services funded by Medicaid. The final authority for Medicaid decisions rests with the South Carolina Department of Health and Human Services (SCDHHS). However, before a Medicaid participant can request a Fair Hearing through SCDHHS, decisions made by DDSN (and its network of providers) must first be submitted to DDSN for reconsideration. The reconsideration by DDSN is required to ensure that established Medicaid policy and procedures were followed and appropriately applied when the decision was made.

Actions to suspend, reduce or terminate HCBS Waiver services may be halted while those actions are being reconsidered. In order to halt the action, thereby allowing the HCBS Waiver service to continue while the decision is being reconsidered, the participant, legal guardian or representative must specifically request that the action be halted, the services continue, and the decision be reconsidered. The request must be made in writing and submitted within 10 calendar days of receipt of written notification of the decision/action. If, upon completion of the DDSN Reconsideration and SCDHHS Appeal, the SCDHHS decision is upheld, the participant or legal guardian may be required to repay the cost of the HCBS Waiver services received during the pendency of the reconsideration/appeal.

If not requesting that actions to suspend, reduce or terminate HCBS Waiver services be halted, a request for DDSN reconsideration of a SCDHHS decision must be made in writing within 30 calendar days of receipt of written notification of the decision/action. The request must clearly state the basis of the complaint, previous efforts to resolve the complaint, and relief sought. If the decision was the denial of a request to exceed a waiver service limit, documentation justifying the need for the amount in excess of the limit must be submitted.

If needed, assistance with completion of the reconsideration request can be provided. The request must be dated and signed by the participant, legal guardian or representative assisting the participant. The request for reconsideration must be mailed to or e-mailed to:

**State Director
South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Columbia, SC 29203
appeals@ddsn.sc.gov**

The State Director or a designee will issue a written decision within 10 business days of receipt of the written reconsideration request. The written decision will be mailed to the participant, legal guardian or representative. If the State Director upholds the decision/action, the reason(s) for upholding shall be specifically identified in the written notification.

SCDHHS MEDICAID APPEAL PROCESS

If the participant, legal guardian or representative fully completes the DDSN reconsideration process and is dissatisfied with the result, the participant, legal guardian or representative has the right to request an appeal with the State Medicaid Agency, which is the South Carolina Department of Health and Human Services (SCDHHS).

The appeal request may be made electronically using the SCDHHS website indicated below or it may be mailed to SCDHHS. This must be done no later than 30 calendar days after receipt of the DDSN notification.

The purpose of a SCDHHS administrative appeal is to prove error(s) in fact or law pertaining to a decision made and/or action taken by DDSN that adversely affects a Waiver participant. The appeal must clearly state the specific issue(s) that are disputed and what action is requested. A copy of the reconsideration notification received from DDSN must be uploaded using the SCDHHS website indicated below or included with the mailed appeal.

The participant, legal guardian or representative is encouraged to file the appeal electronically at www.scdhhs.gov/appeals.

OR

The appeal request may be mailed to:

**SC Department of Health and Human Services
Division of Appeals and Hearings
P.O. Box 8206
Columbia, SC 29202-8206**

An appeal request to SCDHHS is valid if filed electronically or mailed to the above address and postmarked no later than the 30th calendar day following receipt of the DDSN reconsideration notification. Unless a valid appeal request is made to SCDHHS, the DDSN reconsideration decision will be final and binding.

If a valid appeal request is made, the participant, legal guardian or representative will be advised by the SCDHHS Division of Appeals and Hearings as to the status of the appeal request, which may include a scheduled hearing.

A beneficiary may request an expedited appeal. SCDHHS will grant or deny these requests as quickly as possible. If we grant your request to expedite, your appeal will be resolved as quickly as possible instead of the standard 90-calendar day timeframe. If we deny the request to expedite, the appeal will follow the standard 90-calendar day timeframe.

SCDHHS may grant expedited review if we determine the standard appeal timeframe could jeopardize the individual's life, health, or ability to attain, maintain, or regain maximum function. SCDHHS may consider, among other facts:

- The medical urgency of the beneficiary's situation
- Whether a needed procedure has already been scheduled
- Whether a beneficiary is unable to schedule a needed procedure due to lack of coverage
- Whether other insurance will cover most of the costs of the requested treatment.

You may request that an appeal be expedited, if desired. To avoid delays in the process, please submit any supporting documentation with the request for expedited review at the time of filing or immediately thereafter. While supporting documentation is not required, SCDHHS will make its determination based on the information made available at the time we consider the request.

For more information on the DHHS appeals process, please refer to www.scdhhs.gov/appeals.

**SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
(DDSN) PROCESS FOR APPEAL OF DDSN DECISIONS**

“**DDSN decisions**” are decisions made by DDSN or its network of providers regarding services that are solely funded by DDSN (i.e., not funded by Medicaid) and those solely within its established authority. When an applicant or service recipient disagrees with a decision that was made by or on behalf of DDSN, the applicant or service recipient can appeal the decision to DDSN. Appeals of DDSN decisions that fall within DDSN’s purview to hear are those decisions related to eligibility for DDSN services and decisions about services that are solely funded by DDSN.

When an appeal is desired by an applicant or service recipient, a signed and dated written appeal of the decision must be made within 30 calendar days of the date of the decision. The appeal must state the reason(s) the decision was in error, and include any additional supporting information. The appeal shall be made in writing to:

**State Director
South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Columbia, SC 29203
appeals@ddsn.sc.gov**

Reasonable accommodations to assist with communication will be provided upon request.

Upon receipt of an appeal of a DDSN eligibility decision by the State Director, all of the information on which the decision was based shall be reviewed. If, based on this review, the State Director determines new evaluation data is needed, no decision shall be made until the new evaluation data is received. The applicant shall be notified that the new evaluation is needed within 30 business days of receipt of the written appeal.

A written decision regarding eligibility shall be provided by mail to the applicant within 30 calendar days of receipt of the written appeal or receipt of the new evaluation data. In accordance with S.C. Code Ann. § 44-20 430, the decision of the State Director is final.

A written decision regarding services solely funded by DDSN shall be provided by mail to the service recipient within 30 calendar days of receipt of the written appeal.

Constance Holloway
Interim State Director
Patrick Maley
Deputy Director
Interim Chief Financial Officer
Rufus Britt
Associate State Director
Operations
Susan Kreh Beck
Associate State Director
Policy



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Reference Number: 535-17-DD

Title Document: Conflict Free Case Management

Date of Issue: April 15, 2021
Effective Date: April 15, 2021
Last Review Date: April 15, 2021
Date of Last Revision: April 15, 2021 (NEW)

Applicability: DSN Board and Contracted Providers,
Case Management Providers

PURPOSE

The purpose of this directive is to provide the South Carolina Department of Disabilities and Special Needs (DDSN) policy to limit the conflict between a waiver participant's choice of service provider, the assessment and coordination of services, and the delivery of services. Conflict-Free Case Management (CFCM) is a requirement of the federal regulation 42 CFR 441.301(c)(1)(vi).

The South Carolina Department of Health and Human Services (SCDHHS) is the final decision authority regarding questions concerning CFCM. The attached SCDHHS CFCM Transition Framework was approved by the Centers for Medicare & Medicaid Services (CMS) and outlines the timeframe by which all providers will be required to be conflict free.

POLICY

The role of the Case Manager (CM) is to educate people on all options available to address supports and services identified in their Service Plan without bias or interference. When the same organization assists people gain access to services, monitors those services and provides services to that person, the potential for conflict of interest exists.

DDSN qualified providers may provide Case Management (CM) as well as direct services, but not for the same individual. When a conflict exists, the CM's role is to help the participant understand why a conflict exists and offer a choice of either another CM provider or another direct service provider to resolve the conflict.

Any individual who chooses to receive a direct service from his/her CM provider and is newly admitted to that direct service must transition to a new CM provider as soon as possible, but no later than 60 calendar days from admission to the direct service. The current CM provider must inform the individual/family of all providers of case management. Procedures for offering choice are outlined in program manuals located on the DDSN website.

Barry D. Malphrus
Vice Chairman

Gary C. Lemel
Chairman

To access the following attachment, please see the agency website page "Current Directives" at <https://ddsn.sc.gov/providers/ddsn-directives-standards-and-manuals/current-directives>

Attachment: DHHS CFCM Transition Framework

South Carolina Department of Health & Human Services Conflict-Free Case Management (CFCM) Transition Framework

Allow Disabilities and Special Needs (DSN) Boards to provide case management (CM) as well as home and community-based (HCB) services, but not to the same individual.¹ New participants entering waivers will be required to choose one entity for case management and another for HCB services. Current waiver participants will be de-conflicted over a three-year period. It is estimated there are 5,752² current waiver participants in conflict.

Pre-Implementation Phase (work prior to July 1, 2020)

1. All existing case management staff in the South Carolina Department of Disabilities and Special Needs (SCDDSN) network will complete a two-day training on person-centered thinking planning and practices to facilitate compliance with new Waiver Case Management service requirements and the Home and Community Based Services (HCBS) rule requirements.

Phase 1 (Beginning no later than January 1, 2021):

1. A project plan will be developed addressing the steps required to transition from the current state to the targeted conflict-free state.
2. Waiver policies will be updated to require new participants to select one entity for CM and a different entity for the delivery of HCB services.
3. Each provider will submit a list identifying participants currently receiving both CM and HCB services from them.
4. Stakeholders will be educated on CFCM and this plan.

Phase 2 (Beginning no later than June 1, 2021):

1. Each provider will develop and implement a plan de-conflicting its participants each year in line with established benchmarks. Plans will be approved before implementation.
2. 20% of participants in conflict will be transitioned no later than December 31, 2021.
3. Progress of participant transition will be monitored on a regular basis. Technical assistance will be provided to entities as necessary to ensure they meet established benchmarks.

Phase 3 (Beginning no later than January 1, 2022):

1. 50% of participants in conflict will be transitioned no later than December 31, 2022.
2. Progress of participant transition will be monitored on a regular basis. Technical assistance will be provided to entities as necessary to ensure they meet established benchmarks.

Phase 4 (Beginning no later than January 1, 2023):

1. 100% of participants in conflict will be transitioned no later than December 31, 2023.
2. Progress of participant transition will be monitored on a regular basis. Technical assistance will be provided to entities as necessary to ensure they meet established benchmarks.

¹ Private entities must choose to be either a case management provider or a direct services provider. The quasi-governmental status of DSN Boards and their important role as safety-net providers in their respective communities necessitates this disparity.

² Per 07/03/19 DDSN report

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Reference Number: 603-03-DD
Title of Document: Safety Precautions for Medical and Dental Treatment
Date of Issue: August 1, 1989
Effective Date: August 1, 1989
Last Review Date: April 15, 2021
Date of Last Revision: April 15, 2021 (REVISED)
Applicability: DDSN Regional Centers

PHILOSOPHY/PURPOSE

It shall be the philosophy of Regional Center Health Services Programs to provide the highest quality of medical and dental services to all individuals. Since many individuals find cooperation during treatment procedures challenging, the use of behavioral intervention approaches, medical or dental management strategies, restraints, sedation, and/or general anesthesia may be necessary to safely accomplish needed medical and dental treatment, and to allow medical or dental services to be provided in the least restrictive manner. It is understood that without the use of dental restraints, sedation, and on occasion, general anesthesia, comprehensive medical and dental services for some individuals would be impossible.

The definition of the words as used in this document are as follows:

Must or shall: indicates mandatory;
Should: indicates desirable; and
May or could: indicates discretionary.

This policy is intended to support, not supplant, the clinical judgment of the individual medical or dental practitioner.

USE OF BEHAVIORAL INTERVENTION APPROACHES/FAMILIARIZATION TRAINING

One should not automatically assume that the management of medical or dental services for an individual with disabilities will be challenging. Of those who do experience difficulties cooperating with medical or dental services, some can be treated using behavioral intervention approaches.

Many physicians and dentists naturally use behavioral intervention approaches (e.g., verbal praise) with selected patients. These approaches can also be very effective for individuals with disabilities when they present with mildly challenging behaviors in response to treatment. However, these natural approaches may not be feasible or effective for those presenting with more challenging behaviors.

For those who present with more challenging behaviors, a formal behavioral intervention approach may be required. These formal behavioral intervention approaches can be very effective over time. Based on the needs and preferences of the individual, formal behavioral intervention approaches may include:

- A. Ensuring effective communication strategies are in place;
- B. Introduction of self-calming techniques;
- C. Use of longer periods of instruction;
- D. More frequent repetition of instructions;
- E. Use of concrete terminology;
- F. Increasing use of visual cues;
- G. Reducing distractions;
- H. Encouraging consistent use of behavioral interventions within the medical or dental environment;
- I. Higher frequency of positive reinforcement, training and other behavioral intervention techniques; and
- J. Medical and dental familiarization training.

All efforts to address challenging behaviors, including familiarization training, must be tried and documented before proceeding to more intrusive interventions such as restraint and/or sedation. Should restraint and/or sedation be required, efforts to fade use through behavioral intervention and familiarization training must continue as appropriate.

Necessary treatment shall not be delayed for behavioral intervention training if such a delay could result in increased risk of harm or morbidity.

MEDICAL AND DENTAL RESTRAINTS DURING MEDICAL AND DENTAL PROCEDURES

There are individuals who find cooperation with of medical and dental procedures difficult but who can be treated with the use of simple restraints without the concomitant use of sedation. These restraints vary from simple arm/wrist and body restraints to the use of full body wraps (e.g., Pedi-Wrap, Papoose board or sheets). Medical and dental restraints are medical and therapeutic in character, temporary in employment and should not be guided by many of the limitations and restrictions associated with use of general behavioral restraints.

When an individual requires restraints to receive medical or dental treatment, a record of this shall be made in the medical or dental process notes and referenced in the Individual's Program Plan. Use of planned medical or dental restraints requires the informed consent of the person, legal guardian or client representative. These planned restraints must also be reviewed and approved by the Regional Center Human Rights Committee. This documentation/consent/Human Rights Committee approval must be updated at least annually. If an individual is approved to receive planned dental restraints, dental familiarization training will be utilized as appropriate to support dental treatment.

Since the necessity for use of physical restraints cannot always be predicted prior to medical or dental treatment, unplanned restraint use and the reasons for it will be documented in the medical or dental progress notes following treatment. Recurring use of unplanned restraints will require review by the interdisciplinary team to determine if a plan of intervention is needed.

For certain individuals, health protection devices are necessary for positioning and support. Due to physical conditions such as spasticity or involuntary muscle contractions, the same devices used as medical or dental restraints on some individuals serve as positioning and support devices for others. When health protection devices are used for positioning and support, justification for the planned use of these devices will be made in the medical or dental progress notes and referenced to in the Individual's Program Plan. Use of these devices will require informed consent of the person, his/her legal guardian or client representative but should not require review/approval by the Regional Center Human Rights Committee.

If a restraint device is used, appropriate monitoring of the individual will occur. The head position should be checked to ensure a patent airway. At no time shall a restrained individual be left unobserved while in the medical or dental clinic.

USE OF SEDATION

When an individual requires sedation to receive medical or dental treatment, a record will be made in the physician's or dentist's notes and the Individual's Program Plan. Use of sedation requires consent by the person, his/her legal guardian or client representative and approval by the Regional Center Human Rights Committee. This documentation/consent/Human Rights Committee approval must be updated at least annually. If an individual is approved to receive planned sedation, medical or dental familiarization will be utilized as appropriate to support medical or dental treatment.

A. Introduction

These guidelines address three (3) major issues:

1. The choice of drugs, dosage and route of administration during medical or dental procedures are the responsibility of the individual dental practitioner and/or physician with the following exceptions:
 - a. Ketamine, Propofol, Etomidate, Sodium Thiopental, Methodexital, Fentanyl or similar agents will not be utilized.
 - b. The lowest level of sedation should be provided in order to accomplish the indicated medical or dental procedures. When sedation is indicated minimal sedation/anxiolysis is the goal. Planned deep sedation will not be utilized at DDSN Regional Facilities.
2. It is the responsibility of the Facility to provide the medical or dental staff with access to continuing education and programs necessary to maintain and/or improve current levels of skill (e.g., meetings, CPR certification and infection control updates).
3. The Facility must assure that medical and dental services are provided by trained professionals and are provided in a safe, properly equipped environment in which individuals requiring medical or dental sedation may be treated and monitored post operatively by appropriate, trained staff.

B. Indication

Sedation is indicated for individuals who find it difficult to cooperate with medical or dental procedures, including many with accompanying medical and physical disabilities, for whom less restrictive management modalities are ineffective and/or unsafe. The goals of sedation are similar to those in the private sector (e.g., allaying anxiety and fear, and raising pain threshold), but it is primarily used at DDSN Regional Centers to address severe responses to cooperation with medical or dental procedures characterized by aggressive, combative behavior and self-abuse. The goal of sedation procedures should be to provide optimal and comprehensive medical and dental services with maximum safety and comfort to the individual without the use of more involved procedures such as general anesthesia. It is important to note that, pursuant to the Adult Health Care Consent Act (S.C. Code Ann. § 44-66-10) (See DDSN Directive 535-07-DD: Obtaining Consent for Individuals Regarding Health Care - Making Health Care Decisions), DDSN may act as the authorized person only in instances of major medical treatment. Major medical treatment as defined as “a medical, surgical, or diagnostic intervention or procedure proposed for a person with an Intellectual Disability or a Related Disability, where a general anesthetic is used or which involves a significant invasion of bodily integrity requiring incision, producing substantial pain, discomfort, debilitation, or having a significant recovery period. It does not include routine diagnosis or treatment such as the administration of medications or nutrition or the extractions of bodily fluids for analysis or dental care performed with a local anesthetic or a nonpermanent procedure designed for the prevention of pregnancy.” (See S.C. Code Ann. § 44-26-10 - Rights of Clients With Intellectual Disability.

C. Definition of Sedation

Anxiolysis (minimal sedation): Anxiolysis (minimal sedation) is a drug-induced state during which patients respond normally to verbal commands. Although cognitive function and physical coordination may be impaired, airway reflexes and ventilation and cardiovascular functions are unaffected.

Moderate (Conscious) Sedation: Moderate (conscious) sedation is a drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.

Deep Sedation: Deep sedation is a drug-induced depression of consciousness during which patients cannot be easily aroused, but respond purposefully following repeated or painful stimulation. The ability to independently maintain ventilation function may be impaired. Patients may require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.

THE TERM SEDATION, WHEN USED WITHIN THESE GUIDELINES, ALWAYS REFERS TO ANXIOLYSIS (MINIMAL) OR MODERATE (CONSCIOUS) SEDATION.

D. Facilities and Equipment

It is the responsibility of the Facility Administration to provide a safe environment in which to treat individuals who require sedation for medical or dental services.

It is the responsibility of the medical/dental practitioner and Facility Administration to assure that use of sedation is utilized in a manner that is consistent with applicable state regulations to include the American Dental Association's Guidelines for the Use of Sedation and General Anesthesia by Dentists.

The medical and dental clinic shall have a positive pressure oxygen delivery system that is capable of administering greater than 90% oxygen at a 5 liter/minute flow for at least 60 minutes. This equipment should accommodate both children and adults. If the Facility provides nitrous oxide/oxygen sedation, this equipment should provide a maximum of 100% and never less than 25% oxygen concentration at a flow rate appropriate to the individual's needs and have the standard fail-safe system which is in place on all DDSN nitrous equipment.

When sedation is provided at a Facility, it shall be the responsibility of that Facility to provide the physician or dentist with equipment that is appropriate for the technique being used. It is the responsibility of the administering physician, dentist and Facility Administrator to assure the accessibility and proper functioning of this equipment.

An emergency kit must be readily accessible and will include the necessary drugs and equipment to manage a non-breathing and unconscious patient and to provide continuous support until that individual can be transported to a medical facility. The drugs contained on the emergency kit

should be checked and maintained appropriately, according to South Carolina Department of Health and Environmental Control (DHEC), South Carolina Department of Labor, Licensing and Regulation (LLR) or other applicable regulations.

E. Monitoring

During the medical or dental procedure, a sedated individual's consciousness and responsiveness shall be appropriately monitored by licensed dentists or physicians who are trained in monitoring and resuscitation procedures. The monitoring process may be performed by visual, mechanical or electrical means. However, many individuals present with combative, aggressive and totally uncooperative behavior which renders recording of vital signs impossible and meaningless. Thus, the practitioner should utilize other signs of the degree of the individual's consciousness or responsiveness.

If a restraint device is used in conjunction with sedation, appropriate monitoring of the individual shall occur. The head position should be checked to ensure a patent airway. At no time shall a sedated individual be left unobserved while in the medical or dental clinic.

F. Documentation

The practitioner shall be familiar with the individual's current medical history and physical examination information. This information should be readily available. When utilizing sedation medications, pertinent information should be clearly entered into the medical or dental progress notes and Individual's Program Plan. All entries shall be signed and titled by the appropriate practitioner.

G. General Anesthesia

1. General anesthesia is necessary for only a small percentage of individuals. Although general anesthesia is indicated for only a small percentage of individuals, it is a vital component in the array of medical or dental treatment modalities for people with an Intellectual Disability or a Related Disability. The major considerations that influence the requirement for general anesthesia are:
 - a. The existence of a severe medical or dental management problem not amenable to the use of sedation and/or restraints, and/or
 - b. An extensive amount of medical or dental treatment needed.
2. Since general anesthesia is not administered at DDSN Regional Centers, the Regional Center physician or dentist will make a referral to an appropriate specialist.
3. Documentation of informed consent is the responsibility of the attending specialist.

Summary

When treating individuals who do not cooperate with medical or dental treatment, it is the responsibility of the medical or dental practitioner to determine whether behavioral modification management, physical restraints, sedation, general anesthesia or any combination is appropriate to allow for safe medical or dental treatment. The use of sedation for some medical or dental patients is a necessary and routine treatment modality and in no way should be confused with use of psychotropic medications employed on a regular basis to address general behavioral problems. It is the responsibility of the Facility Administrator to provide a safe environment for medical and dental sedation and to help provide the practitioner with access to the most current information and professional training for medical and dental treatment of individuals with disabilities.

Barry D. Malphrus
Vice Chairman

Gary C. Lemel
Chairman

Reference Number: 334-02-DD

Title of Document: Short-Term Use of DDSN Regional Center Property by the Public Facilities by Outside Groups and/or Off duty Employees

Date of Issue: June 30, 1987

Effective Date: June 30, 1987

Last Review Date: ~~July 11, 2016~~XXXX, 2021

Date of Last Revision: ~~July 11, 2016~~XXXX, 2021 (NO REVISIONS REVISED)

Applicability: DDSN Regional Centers

I. PURPOSE

This directive establishes guidelines governing the short-term use (one month or less in duration) of the Department of Disabilities and Special Needs (DDSN) Regional Center property by the public. Facilities and equipment by private groups and individuals, employees of other state agencies, and/or off-duty employees of the Department of Disabilities and Special Needs (DDSN). Its general intent is to recognize that such use, while requiring reasonable control, tends to encourage community knowledge of ~~departmental~~DDSN programs and makes available to people servedindividuals a wider range of activities and developmental or recreational experiences.

II. POLICY

A. Application Submission and Approval of Applications:

~~1. Facility Administrators are~~The DDSN Director of Contracts will empanel an internal group delegated authority to review and approve or deny applications for the use of Regional Center propertyFacilities following the priorities and guidelines set forth in this document. ~~below~~

~~1.2.~~ DDSN Regional Center Facility Administrators are responsible for providing information about the spaces available at the specific Centers and maintaining a schedule/calendar for each space available for use.

~~2.~~ An The attached application (Attachment A) is to be completed by anyone requesting to use the propertythe requesting groupand will be maintained in a central electronic file maintained by the DDSN: Director of Contracts. Regional Center files.

~~—~~The Facility Administrator will provide a summary of utilization of Regional Center Facilities by outside groups/individuals to the District Director on a periodic basis.

~~3.~~ Applications should only be approved once evidence of adequate insurance coverage is provided.

~~4.~~ Any fees to be charged must be determined as part of the application review and approval process.

~~3.5.~~ DDSN reserves the right to refuse an application for any reason.

B. Use Priorities:

1. First priority is given to applicants who propose to conduct activities involving people who live at Regional Centers or other people who receive services from DDSNthe department or any of its sponsored programs.

2. Second priority is given to applicants who propose activities involving other people with disabilities.

3. Third priority is given to community groups requesting the use of a departmental facility or area not generally available in the community at the time of application and through which positive public relations affecting the image of the state and the department might logically be expected to occur. ~~all other applicants.~~

C. General Guidelines:

The following apply to all groups and individuals users and their guests while on DDSN property: engaged in activities approved by Facility Administrators on departmental property.

1. Non-interference with programs: No activity is to be scheduled which interferes with the ordinary conduct of the programs and services provided at the site will be permitted.

2. Length of stay: Hours of access/use will be permitted from 8:00 A.M. to 10:00 P.M seven (7) days per week.
3. Supervision of Minors: A minimum of one adult (aAge 18 or older), provided by the user group using the facility, is required for every 15 minorsechildren, except as specified below.
- ~~4. Supervision of swimming pools: No group is to have access to swimming facilities unless supervised by a certified lifeguard provided by the group. When children (17 or younger) are involved, an adult-child ratio of not less than 1:10 must be maintained by the group requesting the facility. A designated departmental employee is to be available during the time of use and is to inspect and secure the facility upon completion of the activity. The departmental employee will not act as a lifeguard or counselor with the group; his/her responsibility is only to insure that the group is appropriately utilizing the facility. Additionally, the employee will supervise the entry of the group to the facility and report the name and address of the person responsible for the group and the number of people in the group to the facility administrator. Upon completion of the activity, the employee will supervise the exit of the group from the facility.~~
- ~~5.4. Liability Insurance: Users of Groups using DDSN propertyswimming pools, gymnasiums, and other department facilities or equipment posing a potential personal hazard are required to show evidence of adequate liability coverage for the duration of the approved period of use and ~~or~~ will be required to sign a statement relieving ~~DDSNthe department~~ of all liability (See Aattachmented application form). The required liability coverage will be determined based on the intended usage of the property (e.g., approved fires require fire coverage in liability insurance). DDSN's general counsel will be the determinant of the insurance requirements and must be consulted by the Facility Administrator before agreeing to the usage of DDSN property.~~
5. Fees: ~~DDSN reserves the right to~~ The Facility Administrator may echarge a fee for use of ~~DDSNRegional Center~~ property by community groups. The fee will not exceed the additional costs incurred by the Regional Center.Any fees for use of the facility will be determined according to a fee schedule and will be stated on the application submitted.

D. Specific Restrictions:

The following apply to all ~~users~~persons participating in approved activities and may not be waived or adjusted. Failure to comply will result in the immediate expulsion of the offending persons participating group from ~~DDSNdepartmental~~ property and may result in legal action being taken by ~~the DDSN department~~ in accordance with Sstate law. UsersParties may also be denied any future use based on the severity of the violations of these restrictions.

1. Destruction of Pproperty: No propertybuilding, sign, equipment, or structure of the ~~DDSNdepartment~~ is to be removed, destroyed, or defaced. This applies equally to any tree or other natural formations on the grounds.
2. Litter and Trash: Dumping any refuse or waste, including grey water, from any trailer or other vehicle except in places or receptacles provided for such use.

3. Pets and Other Animals: Dogs or any other animal may be brought onto DDSN property or into a facility only if it is crated, caged, or upon a leash not longer than six (6) feet or otherwise under physically restrictive control at all times.
- ~~3.~~ 4. Possession of Weapons and Explosive Devices: No firearms, archery equipment or other potentially dangerous devices will be permitted at any time. Fireworks, archery equipment, or other potentially dangerous device is may be permitted on DDSN departmental property except when specifically authorized by DDSN. for display or demonstration purposes by the Facility Administrator. Authority for this decision may not be delegated.
5. Use of State Funds: State Funds may not be expended to support any activities occurring on DDSN departmental property and conducted by private community groups which are not sponsored by DDSN, the department. Purchase of canteen items, meals, and other commodities and articles normally sold on a cash basis will be at the prevailing rates set for departmental employees and individuals upon authorization by the facility administrator.
6. Fishing: State fishing laws are in effect and Each user person required to possess a fishing license in compliance with State law must do so and have it available at all times during fishing activities on DDSN property so engaged over 25 and under 65 years of age must possess a valid license.
7. Hunting: Hunting of any type is prohibited on DDSN departmental property.
8. Use of Boats: No boat may be launched onto any pond or lake located on DDSN departmental property without the specific approval of the Facility Administrator DDSN Director of Contracts. All boats must be appropriately licensed and meet State and Federal safety regulations.
- ~~8.~~ 9. Possession of Alcoholic Beverages, Narcotics, or Illegal Drugs: No alcoholic beverages, narcotics or illegal drugs are to be brought onto or consumed on DDSN departmental property.
- ~~9.~~ 10. Speeding: No vehicle is to exceed the speed limits posted on DDSN departmental property.
- ~~10.~~ 11. Fires: Fires may not be built except in authorized locations and under the direct supervision of a responsible adult user departmental employee during the time of its use. All fires must be approved in advance.
12. Use of departmental DDSN vehicles: No DDSN state vehicle is to be used to transport persons or their belongings. or property of approved groups.
- ~~11.~~ 13. Advertising: No users persons or associations may solicit business while engaged in activities authorized by this directive.

~~12. Use byof For Profit oriented groups: Only non profit, charitable groups or those of a public nature will use departmental facilities. For profit groups may be granted use of DDSN property, but will be charged an appropriate fee. There are restrictions as to approved use of State Owned Property. Applicable laws, rules, and regulations will be used to determine if the intended use is acceptable.~~

~~13.14. Disorderliness: Users Anyone~~ acting in a disorderly or unruly manner or creating any noise that would be an annoyance to others may be asked to leave or physically escorted from ~~DDSNdepartmental~~ property by the police.

Unusual requests or requests exceeding the parameters of this directive are to be referred to the ~~State Director~~ DDSN Director of Contracts.

~~David A. Goodell
Associate State Director Operations
(Originator)
Barry D. Malphrus
Vice Chairman~~

~~Beverly A. H. Buseemi, Ph.D.
State Director
(Approved)
Gary C. Lemel
Chairman~~

~~Susan Kreh Beck, Ed.S., NCSP
Associate State Director Policy~~

To access the following attachments, please see the agency website page “Current Directives” at: <https://ddsn.sc.gov/providers/ddsn-directives-standards-and-manuals/current-directives>

Attachment ~~A~~: FACILITY USE APPLICATION

SC Department of Disabilities and Special Needs

FACILITY USE APPLICATION

Please read the restrictions of use attached before completing this form.

1. Name and address of organization: _____

2. Name of responsible contact person: _____

Business Number: _____

Home Number: _____

Cell Number: _____

Email Address: _____

Home Address: _____

3. Property/Facility or area requested: _____

4. Date(s) of intended use: _____

5. Hours of intended use: _____

6. Purpose of use: _____

7. Age range of participants: _____

Number of participants: Children: _____

Adults: _____

8. Special arrangements needed: _____

9. Opportunity for participation by people residing at the facility: _____

10. Applicant is aware that all users participating in boating or fishing activities must possess a valid fishing or boating license and have it available at all times as required by State and Federal safety regulations. Yes No

11. Event will include use of grill or fire in any way: Yes No

If yes, explanation: _____

12. Event will include the use of any variety of fireworks: Yes No

If yes, explanation: _____

9-13. Evidence of liability insurance: Yes, provide a copy No

Name of Company: _____

Policy Number: _____

10. Fee to be Charged: _____

I hereby affirm that I have read and do understand the guidelines as referred to in DDSN Directive 334-02-DD for the use of DDSN property/Departmental facilities and that I have or will convey all these guidelines as referred to in Directive 334-02-DD to all members of my group who will participate and use the property/facility as above requested. I am also aware that the South Carolina Department of Disabilities and Special Needs (DDSN) reserves the right to refuse an application for any reason. Further, on behalf of my group, I hereby promise to save harmless the South Carolina Department of Disabilities and Special Needs (DDSN) from all liability for any injury that may occur to any member(s) of my group while using the DDSN property/facilities of the South Carolina Department of Disabilities and Special Needs.

Organization/Applicant Signature

Date: _____

Above use: Approved Disapproved

Fee to be Charged: _____

Facility Administrator-DDSN Director of Contracts Signature

Date: _____

Associate State Director of Operations, if applicable Signature

Date: _____

DDSN General Counsel Signature

Date: _____

Constance Holloway
Interim State Director
Patrick Maley
Deputy Director
Interim Chief Financial Officer
Rufus Britt
Associate State Director
Operations
Susan Kreh Beck
Associate State Director
Policy



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Barry D. Malphrus
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Stephanie M. Rawlinson
David L. Thomas

Reference Number: 334-02-DD

Title of Document: Short-Term Use of DDSN Regional Center
Property by the Public

Date of Issue: June 30, 1987

Effective Date: June 30, 1987

Last Review Date: April 15, 2021

Date of Last Revision: April 15, 2021 (REVISED)

Applicability: DDSN Regional Centers

I. PURPOSE

This directive establishes guidelines governing the short-term use (one month or less in duration) of the Department of Disabilities and Special Needs (DDSN) Regional Center property by the public. Its general intent is to recognize that such use, while requiring reasonable control, tends to encourage community knowledge of DDSN programs and makes available to people served a wider range of activities and developmental or recreational experiences.

II. POLICY

A. Application Submission and Approval:

1. The DDSN Director of Contracts will empanel an internal group to review and approve or deny applications for the use of Regional Center property following the priorities and guidelines set forth in this document.

2. DDSN Regional Center Facility Administrators are responsible for providing information about the spaces available at the specific Centers and maintaining a schedule/calendar for each space available for use.
3. An application (Attachment) is to be completed by anyone requesting to use the property and will be maintained in a central electronic file maintained by the DDSN Director of Contracts. Applications should only be approved once evidence of adequate insurance coverage is provided.
4. Any fees to be charged must be determined as part of the application review and approval process.
5. DDSN reserves the right to refuse an application for any reason.

B. Use Priorities:

1. First priority is given to applicants who propose to conduct activities involving people who live at Regional Centers or other people who receive services from DDSN or any of its sponsored programs.
2. Second priority is given to applicants who propose activities involving other people with disabilities.
3. Third priority is given to all other applicants.

C. General Guidelines:

The following apply to all users and their guests while on DDSN property:

1. Non-interference with programs: No activity which interferes with the ordinary conduct of the programs and services provided at the site will be permitted.
2. Length of stay: Hours of access/use will be permitted from 8:00 A.M. to 10:00 P.M seven (7) days per week.
3. Supervision of Minors: A minimum of one adult (age 18 or older), provided by the user group, is required for every 15 minors.
4. Liability Insurance: Users of DDSN property are required to show evidence of adequate liability coverage for the duration of the approved period of use and will be required to sign a statement relieving DDSN of all liability (See Attachment). The required liability coverage will be determined based on the intended usage of the property (e.g., approved fires require fire coverage in liability insurance). DDSN's General Counsel will be the determinant of the insurance requirements and must be consulted by the Facility Administrator before agreeing to the usage of DDSN property.

5. Fees: DDSN reserves the right to charge a fee for use of DDSN property. Any fees for use of the facility will be determined according to a fee schedule and will be stated on the application submitted.

D. Specific Restrictions:

The following apply to all users participating in approved activities and may not be waived or adjusted. Failure to comply will result in the immediate expulsion of the offending persons participating from DDSN property and may result in legal action being taken by DDSN in accordance with State law. Users may also be denied any future use based on the severity of the violations of these restrictions.

1. Destruction of Property: No property of DDSN is to be removed, destroyed, or defaced. This applies equally to any tree or other natural formations on the grounds.
2. Litter and Trash: Dumping any refuse or waste, including grey water, from any trailer or other vehicle except in places or receptacles provided for such use.
3. Pets and Other Animals: Dogs or any other animal may be brought onto DDSN property or into a facility only if it is crated, caged, or upon a leash not longer than six (6) feet or otherwise under physically restrictive control at all times.
4. Possession of Weapons and Explosive Devices: No firearms, archery equipment or other potentially dangerous devices will be permitted at any time. Fireworks, may be permitted on DDSN property when specifically authorized by DDSN.
5. Use of State Funds: State funds may not be expended to support any activities occurring on DDSN property which are not sponsored by DDSN.
6. Fishing: Each user required to possess a fishing license in compliance with State law must do so and have it available at all times during fishing activities on DDSN property.
7. Hunting: Hunting of any type is prohibited on DDSN property.
8. Use of Boats: No boat may be launched onto any pond or lake located on DDSN property without the specific approval of the DDSN Director of Contracts. All boats must be appropriately licensed and meet State and Federal safety regulations.
9. Possession of Alcoholic Beverages, Narcotics, or Illegal Drugs: No alcoholic beverages, narcotics or illegal drugs are to be brought onto or consumed on DDSN property.
10. Speeding: No vehicle is to exceed the speed limits posted on DDSN property.
11. Fires: Fires may not be built except in authorized locations and under the direct supervision of a responsible adult user during the time of its use. All fires must be approved in advance.

12. Use of DDSN vehicles: No DDSN vehicle is to be used to transport users or their belongings.
13. Advertising: No users may solicit business while engaged in activities authorized by this directive.
14. Disorderliness: Users acting in a disorderly or unruly manner or creating any noise that would be an annoyance to others may be asked to leave or physically escorted from DDSN property by the police.

Unusual requests or requests exceeding the parameters of this directive are to be referred to the DDSN Director of Contracts.

Barry D. Malphrus
Vice Chairman

Gary C. Lemel
Chairman

To access the following attachments, please see the agency website page “Current Directives” at: <https://ddsn.sc.gov/providers/ddsn-directives-standards-and-manuals/current-directives>

Attachment: FACILITY USE APPLICATION

SC Department of Disabilities and Special Needs

FACILITY USE APPLICATION

Please read the restrictions of use before completing this form.

- 1. Name and address of organization:
2. Name of responsible contact person: Business Number: Home Number: Cell Number: Email Address: Home Address:
3. Property requested:
4. Date(s) of intended use:
5. Hours of intended use:
6. Purpose of use:
7. Age range of participants: Number of participants: Children: Adults:
8. Special arrangements needed:
9. Opportunity for participation by people residing at the facility:
10. Applicant is aware that all users participating in boating or fishing activities must possess a valid fishing or boating license and have it available at all times as required by State and Federal safety regulations.
11. Event will include use of grill or fire in any way:
12. Event will include the use of any variety of fireworks:
13. Evidence of liability insurance:
Name of Company:
Policy Number:

I hereby affirm that I have read and do understand the guidelines as referred to in DDSN Directive 334-02-DD for the use of DDSN property and that I have or will convey all guidelines as referred to in Directive 334-02-DD to all members of my group who will participate and use the property requested. I am also aware that the South Carolina Department of Disabilities and Special Needs (DDSN) reserves the right to refuse an application for any reason. Further, on behalf of my group, I hereby promise to save harmless (DDSN) from all liability for any injury that may occur to any member(s) of my group while using DDSN property of.

Applicant Signature Date:

Above use: Approved Disapproved Fee to be Charged:

DDSN Director of Contracts Signature Date:

Associate State Director of Operations Signature Date:

DDSN General Counsel Signature Date:
334-02-DD Attachment (Revised 04/15/21)

Commission Brief

Intellectual Disability and Related Disabilities (ID/RD) Waiver Renewal

April 15, 2021

Statement of Issue:

The purpose of this brief is to inform the Commission on Disabilities and Special Needs of the specifics of the ID/RD Waiver renewal to include joint work with the SC Department of Health and Human Services (DHHS) and New Editions, a Center for Medicare and Medicaid Services (CMS) technical assistance contractor.

DDSN staff request conceptual approval of the waiver service and performance measures changes to form the Commission recommendations in compliance with the Executive Limitations Policy 800-03-CP. These renewal components will continue through the DHHS approval process and ultimately require CMS discussion and approval before implementation expected January 1, 2022. The February 18, 2021 Commission Brief (Attachment A) on the waiver renewal is attached for reference to the full timeline for the renewal process.

I. Staff Recommendations for Waiver Renewal Service Improvements – Additions, Removal and Increases:

The DDSN staff recommendations for the ID/RD Waiver service improvements and additions are outlined below. For reference current waiver service definitions are provided.

A. Respite Care

Addition - Request for Approval:

Modification of Respite Care Service to include:

- (1) A daily rate for group respite in a licensed residential facility.
- (2) Tiered rates for service provision when delivered to multiple participants residing within the same household needing services at the same time (data from March 19, 2021 indicates there were 85 ID/RD Waiver participants who live in multiple-participant households. Most were households of two and only one household of three.).
- (3) The option for participant/representative direction of respite care service (currently in place through the DDSN Contract with the SC Respite Coalition) details will be added to Appendix E.

Current Waiver Service Definition:

Respite Care: Services provided to individuals unable to care for themselves; furnished on a short term basis because of the absence or need for relief of those persons normally providing the care. Federal Financial Participation (FFP) will not be claimed for the cost of room and board except when provided as part of respite care furnished in a facility approved by the State that is not a private residence.

B. In-Home Support

Addition and Removal-Request for Approval:

Addition of In-Home Support as a new participant/representative-directed service. This service is now in place under the Appendix K flexibilities associated with COVID-19 as a replacement service for Personal Care and Respite. In-Home Support currently exists as a service in the Community Supports Waiver.

In-Home Support will replace Adult Attendant Care, which is being removed from the ID/RD Waiver. There are currently 45 people receiving that self-directed service and a transition plan is being developed to ensure a smooth transition to In-Home Support.

Service Definition:

In-Home Support: Care, supervision, teaching and/or assistance provided directly to or in support of the participant and provided in the participant's home, family home, and/or the home of others. Community activities that originate from the home will be provided and billed as In-Home Support. These services are necessary to enable the person to live in the community by enhancing, maintaining, improving or decelerating the rate of regression of skills necessary to continue to live in the community. Transportation can be provided between the home and community activities locations as a component part of this service. The cost of transportation is included in the rate paid to providers of this service. In-Home Support may be chosen in lieu of provider managed services included in this waiver (Personal Care, Respite). In-Home Support is a self-directed (or representative-directed) service. That means that the participant or representative is responsible for hiring and supervising the worker(s) who performs the service.

Adult Attendant Care: Assistance related to the performance of activities of daily living and/or instrumental activities of daily living and personal care which may include hands-on care, of both a medical and non-medical supportive and health-related nature, specific to the needs of a medically stable adult with physical and/or cognitive disabilities who is able to self-direct his/her own care or has a representative that is able to direct his/her care. Supportive services are those which substitute for the absence, loss, diminution, or impairment of a physical or cognitive function. This service may include skilled or nursing care to the extent permitted by state law. Housekeeping activities provided under Adult Attendant Care are specified in the Support Plan and are incidental to the care furnished, or are essential to the health and welfare of the participant. Any community access activities must be directly related to the participant's care and must be specified in the Support Plan. Transportation is not a component of this service.

C. Environmental Modifications

Increase - Request for Approval:

Increase of the current service limit for Environmental Modifications from \$7,500 per lifetime to \$30,000 per lifetime. This amount has not been increased in the last 20 years and has been adjusted to account for inflation, market costs and in comparison to available amount in the Community Supports Waiver (CSW; the CSW allows for the entire annual budget (~ 14,000) to be used for an environmental modification with no limitations on multiple uses).

Current Waiver Service Definition:

Environmental Modifications are internal and external physical adaptations to the home necessary to ensure the health, welfare and safety of the waiver participant. These modifications enable the waiver participant to function with greater independence and prevent institutionalization. Environmental modifications are not intended to provide financial assistance for any phase of new home construction or major home renovation projects. Resources are not available to provide luxurious bathrooms, elaborate decorative materials and fixtures or access to all areas of the home. Environmental Modifications will not be approved solely to meet the needs or convenience of caregivers or other occupants of the home. Modifications to publicly-funded group homes or other residential facilities are not permitted. Excluded from Environmental Modifications are repairs or improvements to the home which are of general utility such as maintenance of foundation, roof, siding repairs/replacement, gutter work, window repair/replacement, electrical, plumbing, heating/cooling systems, repair of water, termite, or other types of damage, provision of flooring/carpeting throughout a home, interior/exterior painting, and landscaping.

II. Additional Waiver Service Development Information

In the process of completing the ID/RD Waiver renewal research, discussions, and technical assistance, the following changes/services were suspended from consideration for this ID/RD Waiver renewal. Continued development and discussion of these changes/services is recommended by staff for a future ID/RD Waiver amendment. It should be noted that for each, an increase in state matching funds will be necessary and should be reflected in future Agency budget requests.

- A. **Improvement: Residential Habilitation Service** model definitions additions to allow for implementation of multiple residential rates rather than the single rate now paid to DDSN by DHHS.
- B. **Improvement: Career Preparation** service definition revision to ensure it clearly focuses on preparation for employment and emphasizes community involvement to bring the service further in line with the HCB Settings Rule. Staffing ratios will be reduced from the current 8:1 to 4:1 or less. This service definition change should be accompanied by a rate increase to allow for the increased intensity and lower staffing ratio.
- C. **Addition: Independent Living Skills** as a new service to replace the Adult Companion service. The service will be modeled as a habilitative (training) service delivered in the community or in private homes. This will remedy issues with the delivery of the Adult Companion service.
- D. **Removal: Adult Companion** due to the addition of the replacement service, Independent Living Skills, as listed in C. above.
- E. **Addition: Employment Services – Individual Transportation** as a new service for participants who are engaged in in competitive integrated employment and have exhausted all other means for obtaining reliable transportation to and from work.

- F. **Addition: Animal-assisted/Hippo Therapy Service** to provide an alternate therapy option for individuals who are assessed to receive benefit.
- G. **Addition: Electronic-monitoring (E-Monitoring) Service** to include within the Assistive Technology Service now included in the Waiver or as a separate service to include monthly monitoring service fees for individuals to receive supports in the least restrictive environment necessary to achieve maximum independence.

III. Revision of Performance Measures:

The waiver assurances are used as the statutory basis to require performance measure collection and reporting by states to demonstrate waiver compliance. States are required to track and report on at least one performance measure for each sub-assurance. This system was created by CMS for the following reasons:

- To establish a framework to ensure quality services
- To improve CMS' ability to effectively monitor state oversight of waivers
- To have sufficient standardization to allow quality comparisons from one waiver to another
- To maximize efficiency and effectiveness of the waiver quality processes

Through a collaborative process with the New Editions technical assistance contractors, DDSN and DHHS completed a thorough review of the performance measures. This process yielded revised draft performance measures both aligned with the CMS Technical Guide and the feedback received from the 3-year evidentiary reporting. DHHS and DDSN will be meeting, at a minimum, annually, for review of the data in preparation for this reporting. The attached chart (Attachment B) includes (1) the specific draft performance measures, (2) the frequency of data aggregation and sample strategy, (3) the specific data source(s), and (4) the responsible party for data aggregation and analysis. Please note that these measures are in draft and may change based on further discussions with DHHS, New Editions, or CMS as the renewal work continues.

The six waiver assurances are provided below:

Appendix A-Waiver Administration and Operation: The Medicaid Agency retains ultimate administrative authority and responsibility for the operation of the waiver program by exercising oversight of the performance of waiver functions by other state and local/regional non-state agencies (if appropriate) and contracted entities.

Appendix B-Participant Access and Eligibility: The State demonstrates that it implements the processes and instrument(s) specified in its approved waiver for evaluating/reevaluating an applicant's/waiver participant's level of care consistent with care provided in a hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disability (ICF/IID).

Appendix C-Participant Services: The State demonstrates that it has designed and implemented an adequate system for assuring that all waiver services are provided by qualified providers.

Appendix D-Participant-Centered Planning and Service Delivery: The State demonstrates it has designed and implemented an effective system for reviewing the adequacy of service plans for waiver participants.

Appendix G-Participant Safeguards: The state demonstrates it has designed and implemented an effective system for assuring waiver participant health and welfare.

Appendix I-Financial Accountability: The State demonstrates that it has designed and implemented an adequate system for insuring financial accountability of the waiver program.

DDSN and DHHS have established a risk and quality management workgroup that will meet on a quarterly basis. This group will review and analyze aggregate discovery and remediation data in each of the six waiver assurance areas. This group also reviews and analyzes data outside of formal performance measures that includes, but is not limited to, Level of Care Determination reviews, critical incident reports, Abuse, Neglect and Exploitation reports, results of Quality Improvement Organization provider reviews, licensing/certification reviews and any received participant complaints. Improvement activities are selected by this group and align with DDSN's overarching mission, vision and values.

Improvement activities focus on the health and safety of individuals and the achievement of individual outcomes through person-centered planning. DDSN assigns staff to implement quality improvements based on the scope of the design change and the expertise required. DDSN involves additional stakeholders as appropriate to improvement activities, including people and their families, providers, case management entities, and other State agencies in consideration of the design change involved and specific input needed.

Attachments

South Carolina Commission on Disabilities and Special Needs Briefing
Intellectual Disability and Related Disabilities (ID/RD) Waiver Renewal

February 18, 2021

Statement of Issue:

The purpose of this brief is to inform the Commission on Disabilities and Special Needs of the current status and timeline for the renewal of the ID/RD Waiver to include joint work of the SC Department of Health and Human Services (DHHS) and New Editions, a Centers for Medicare and Medicaid Services (CMS) technical assistance contractor.

Background:

A 1915 (c) Medicaid Waiver program must be renewed every five years through submission of a waiver application by the single state agency which is DHHS. The ID/RD Waiver Program expiration date is December 31, 2021; when renewed, the projected effective date of the waiver will be January 1, 2022. A formal process for submitting a Waiver Program renewal is required which includes public notice and a submission timeline to allow for approval prior to the expiration date. In alignment with this timeline, SC Department of Disabilities and Special Needs (DDSN), as the contracted operator of the ID/RD Waiver, has been engaged with DHHS to prepare for this renewal and has been receiving technical assistance through New Editions, a technical assistance contractor of CMS. Through New Editions, the state can access subject matter experts from the National Association of State Directors of Developmental Disabilities Services (NASDDDS) and Human Services Research Institute (HSRI) among others.

Relevant Estimated Timeline Information:

January 8 to March 1, 2021	ID/RD Waiver Application review by DHHS and DDSN
Mid-April 2021	Final draft prepared by DHHS
May 2021	DHHS presents the briefing on the renewal to the DHHS Medical Care Advisory Committee
May 2021	Public comment period begins and responses to public comment are compiled by DHHS before final review of the Waiver Application
July 2021	Submission to CMS for requisite 180-day review period
July 2021-December 2021	CMS Review for Approval
December 31, 2021	ID/RD Waiver Program Expiration Date
January 1, 2022	ID/RD Waiver Program Effective Date (Projected)

Service Considerations for the Renewal:

Since the spring of 2020, DHHS and DDSN have been conducting regular, scheduled meetings focused on service reviews and service development to prepare for the Waiver Renewal. Based on these discussions, the following revisions are being considered but have not yet been approved:

- Addition of definitions for Residential Tiers in preparation for future fee-for service changes.
- Revision of the Career Preparation service definition to ensure it clearly focuses on preparation for employment and emphasizing community involvement to bring the service further in line with the HCBS Settings Rule.
- Addition of Independent Living Skills as a new service to replace the Adult Companion service. The service will be modeled as a habilitative (training) service delivered in the community or in private homes. This will remedy issues with the delivery of the Adult Companion service.
- Removal of Adult Companion service following a specified re-assessment and transition plan for each individual currently receiving this service.
- Modification of respite to include a daily rate for group respite in a licensed facility and tiered rates for service provision to more than one person residing within the same household.
- Addition of Employment Transportation as a new reimbursed service for employed individuals who have exhausted all other means for obtaining reliable transportation to and from work.
- Addition of In-Home Supports as a new self-directed service.
- Removal of Adult Attendant Care will be removed as a service and individuals will be transitioned to the new In-Home Supports service.
- Increase of the capped amount for Environmental Modifications

In late December 2020, DHHS informed DDSN that CMS communicated it would not grant an extension for the ID/RD waiver renewal to calibrate the ID/RD waiver renewal with Community Supports (CS) expiration date of June 30, 2022. This would have been advantageous, so additional service considerations and efficiencies could have been incorporated. Instead, a future amendment of the ID/RD Waiver is planned to coincide with the CS Waiver Renewal. Additionally, DDSN was informed at that same time that DHHS would only be supporting the short-term changes listed above and could not engage in any new service changes that would require extensive work or rate development such as recommendations for e-monitoring and equestrian therapy services until this later ID/RD Waiver Amendment.

Next Steps:

DDSN, DHHS and New Editions continue to work to finalize the application to renew the ID/RD Waiver renewal and continue to plan for a future amendment to the ID/RD Waiver and renewal of the CS Waiver. The technical assistance being provided by New Editions is currently focused on waiver service definitions and rate research/development, acuity assessments and performance measures development.



**Attachment B: ID/RD Waiver Draft Performance Measures
April 15, 2021**

Appendix A-Waiver Administration and Operation

Assurance: The Medicaid Agency retains ultimate administrative authority and responsibility for the operation of the waiver program by exercising oversight of the performance of waiver functions by other state and local/regional non-state agencies (if appropriate) and contracted entities.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
Policy changes related to the ID/RD waiver are approved by DHHS prior to implementation. Numerator = the number of waiver policy changes approved by DHHS prior to implementation. Denominator = the total number of changes implemented.	Annually-100% Review	DDSN	DDSN
Adverse LOC Determinations are reviewed by the DHHS QIO Contractor as required by DHHS. Numerator = # of Adverse LOC Determinations the Contractor agreed with. Denominator = the total # of Adverse LOC Determinations.	Annually-100% Review	DHHS QIO	DHHS
SCDHHS will conduct a review of providers based on contract compliance review findings of the SCDDSN QIO Contractor focused on discovery and outcome of remediation activities. Numerator = # of records with non-compliant findings. Denominator = total # of records reviewed.	Annually- Representative Sample with 95% Confidence Interval	DHHS Provider Compliance reviews	DHHS
SCDHHS will conduct a retrospective review of person-centered service plans to determine whether service plans address the needs of waiver participants. Numerator = # of service plans that appropriately address the needs of waiver participants. Denominator = # of service plans reviewed.	Annually- Representative Sample with 95% Confidence Interval	DHHS Provider Compliance reviews	DHHS

Appendix B-Participant Access and Eligibility

Assurance: The State demonstrates that it implements the processes and instrument(s) specified in its approved waiver for evaluating/reevaluating an applicant's/waiver participant's level of care consistent with care provided in a hospital, Nursing Facility, or Intermediate Care Facility/Intellectual Disability-Developmental Disability.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
<p>ID/RD waiver enrollees have an initial Level of Care determination (LOC) completed within 30 days prior to waiver enrollment. Numerator = Number of new ID/RD waiver enrollees whose LOC determination was completed within 30 days prior to waiver enrollment; Denominator= total number of new enrollees in the ID/RD waiver.</p>	<p>Annually-100% Review</p>	<p>DDSN Waiver Enrollment Report</p>	<p>DDSN</p>
<p>Initial Level of Care (LOC) determinations are conducted using the appropriate criteria and instrument. Numerator = Number of ID/RD waiver initial LOC determinations that were conducted using the appropriate criteria and instrument; Denominator= total number of ID/RD waiver initial LOC determinations reviewed.</p>	<p>Quarterly-Representative Sample with 95% Confidence Interval</p>	<p>DHHS-Quality Improvement Organization (QIO) Reviews</p>	<p>DHHS</p>

Appendix C-Participant Services

Assurance: The State demonstrates that it has designed and implemented an adequate system for assuring that all waiver services are provided by qualified providers.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
New providers meet required licensing, certification and other state standards prior to the provision of waiver services. Numerator = the number of new providers who meet licensing, certification and other state standards prior to the provision of services. Denominator = Number of new licensed and or certified providers.	Annually-100% Review	DDSN Procurement-New Provider Report	DDSN
Waiver providers continue to meet required licensing, certification and other state standards. Numerator = the number of existing providers that continue to meet required licensing, certification and other state standards. Denominator = the number of existing providers reviewed.	Annually-100% Review	DDSN-Quality Improvement Organization (QIO) Reviews AND DHHS Provider Compliance reviews	DDSN and DHHS
New non-licensed/non-certified providers meet waiver requirements prior to the provision of waiver services. Numerator = the number of new non-licensed/non-certified providers meeting waiver requirements prior to service provision Denominator = the total number of new non-licensed/non-certified providers	Annually-100% Review	DDSN Procurement-New Provider Report	DDSN
Non-licensed/non-certified providers continue to meet waiver requirements. Numerator = the number of existing providers that continue to meet required licensing, certification and other state standards. Denominator = the number of existing providers reviewed.	Annually-100% Review	DDSN-Quality Improvement Organization (QIO) Reviews AND DHHS Provider Compliance reviews	DDSN and DHHS
Providers continue to meet Abuse, Neglect, and Exploitation (ANE) minimum specified state training requirements. Numerator = the number of providers who meet training requirements. Denominator = the total number of providers reviewed.	Annually-100% Review	DDSN-Quality Improvement Organization (QIO) Reviews AND DHHS Provider Compliance reviews	DDSN and DHHS

Appendix D-Participant-Centered Planning and Service Delivery

Assurance: The State demonstrates it has designed and implemented an effective system for reviewing the adequacy of service plans for waiver participants.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
Support plans for ID/RD waiver participants are developed at least annually. Numerator = the number of ID/RD participants whose support plans were developed at least annually; Denominator= Total number of ID/RD support plans reviewed.	Annually-100% Review	Therap-Waiver Plan Review Process Report	DDSN
Support plans for ID/RD waiver participants include services, supports and goals that are consistent with assessed needs in accordance with waiver policy. Numerator = the number of ID/RD participant support plans reviewed that include services, supports and goals consistent with assessed needs. Denominator = the total number of ID/RD participant support plans reviewed.	Annually-100% Review	Therap-Waiver Plan Review Process Report	DDSN
Support plans for ID/RD waiver participants are revised when warranted by a change in participant needs. Numerator = the number of ID/RD participants whose support plans are revised when warranted by a change in participants needs. Denominator = Total number of ID/RD participant support plans reviewed.	Quarterly-Representative Sample with 95% Confidence Interval	DDSN-Quality Improvement Organization (QIO) Reviews	DDSN
ID/RD Waiver participants receive authorized services and supports in the type, amount, scope, frequency, and duration as specified in the support plan, in accordance with waiver policy. Numerator = Number of ID/RD waiver support plans implemented wherein the participant is receiving authorized services and supports in the type, amount, scope, frequency, and duration as specified on the plan. Denominator = the total number of ID/RD waiver support plans reviewed.	Quarterly-100% Review	Therap-Waiver Case Management Monitoring Tool	DDSN
ID/RD waiver participants are offered choice among qualified providers. N = the number of ID/RD support plans reviewed wherein choice of qualified providers was offered. D = the total number of ID/RD waiver support plans reviewed.	Quarterly-100% Review	Therap-Waiver Case Management Monitoring Tool	DDSN

Appendix G-Participant Safeguards

Assurance: The state demonstrates it has designed and implemented an effective system for assuring waiver participant health and welfare.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
<p>Incidents of abuse, neglect, or exploitation (ANE) and unexplained deaths (UD) for ID/RD waiver participants are initially reported within the required timeframe. Numerator = the number of ID/RD waiver incidents of ANE and UD that were reported initially within the required timeframe. Denominator = total number of ID/RD waiver reports of ANE and UD.</p>	<p>Quarterly-100% Review</p>	<p>DDSN-Incident Management System (IMS)</p>	<p>DDSN</p>
<p>ID/RD waiver participants receive information about how to report Abuse, Neglect and Exploitation (ANE) annually. Numerator = Total number of ID/RD participants receiving annual information Denominator = total number of ID/RD participants reviewed.</p>	<p>Annually-100% Review</p>	<p>Therap-Waiver Case Management Monitoring Tool</p>	<p>DDSN</p>
<p>Number and percent of critical incidents (including abuse, neglect, exploitation and unexplained death) for which corrective actions are executed or planned appropriately. Numerator = number of critical incidents for which corrective actions are executed appropriately Denominator = Number of critical incidents</p>	<p>Annually-100% Review</p>	<p>DDSN-Incident Management System (IMS)</p>	<p>DDSN</p>
<p>Number and percent of waiver participants where proper restrictive intervention policies were followed. Numerator = number of participants with where proper procedures were followed. Denominator = number of waiver participants.</p>	<p>Quarterly-100% Review</p>	<p>DDSN-Incident Management System (IMS)</p>	<p>DDSN</p>
<p>Number and percent of waiver participants whose identified health care needs are being addressed. Numerator = number of ID/RD support plans wherein identified health care needs are being addressed. Denominator = number of support plans reviewed.</p>	<p>Quarterly-100% Review</p>	<p>Therap-Waiver Case Management Monitoring Tool</p>	

Appendix I-Financial Accountability

Assurance: The State must demonstrate that it has designed and implemented an adequate system for insuring financial accountability of the waiver program.

Performance Measure	Frequency of Data Aggregation and Sample Strategy	Data Source(s)	Responsible Party for Data Aggregation and Analysis
Measures still in review/revision/development.			

124th Session of the South Carolina General Assembly
Legislative Report
Kim Corley McLeod
Updated: April 8, 2021

- [H. 3181](#) SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS
Sponsors: Taylor and W. Newton
Current Status: In Labor Commerce and Industry (no change from March)
Summary: Requires Commission members to complete training and est. qualifications.
- [H. 3216](#) ELECTRONIC VIDEO MONITORING SYSTEM FOR ICFS
Sponsors: Calhoon, Wooten, McDaniel
Current Status: In 3-M (no change from March)
Summary: Install, operate and maintain electronic video monitoring system at every exit and maintain recordings for 30 days.
- [H. 3516](#) FAMILY SUPPORT SERVICES PROGRAM
Sponsors: Robinson
Current Status: In 3-M. Subcommittee hearing was held on 2/24 held over. Sent suggested edits to Committee staff. No further changes.
Summary: Amendments relating to the intent of the Family Support Services Program.
- [H. 3731](#) PROFESSIONAL COUNSELORS, MARRIAGE AND FAMILY THERAPISTS, BEHAVIOR ANALYSTS, AND LICENSED PSYCHO-EDUCATIONAL SPECIALISTS
Sponsors: Erickson, Ballentine, Elliott, Bradley, Rose, Thayer, Trantham, Bennett, Caskey, Taylor, Allison, Burns, Bannister, Dillard, Herbkersman, Hixon, Kimmons and Hyde, Carter, M.M. Smith
Current Status: In 3-M. No Changes since being introduced.
Summary: Requires behavior analysts and assistant behavior analysts to be licensed by LLR.
Similar: [S. 630](#) filed on 3/2/2021 and referred to Labor, Commerce and Industry. No changes since being introduced.
- [H. 3876](#) ASSISTANCE WITH REGISTRATION AND ABSENTEE VOTING
Sponsors: Murray, McDaniel, Gilliard, Robinson, R.Williams, King, Henegan, Brawley, Carter, Bustos, M.M.Smith, Dabney, Howard, K.O.Johnson, McKnight and Tedder, J.L Johnson
Current Status: Referred to 3-M. No changes
Summary: Facilities will assist residents with registering to vote and vote absentee.
- [S. 264](#) DISABLED SELF-EMPLOYMENT DEVELOPMENT TRUST FUND

Similar: [H. 3513](#)

Sponsors: Matthews

Current Status: In Medical Affairs (no change from March)

Summary: Assist individuals with disabilities to pursue entrepreneurship by providing grants for businesses operated within the state. Senate version names DDSN and House names Voc Rehab.

[S. 533](#)

SUBMINIMUM WAGES TO INDIVIDUALS WITH DISABILITIES.

Sponsor: Shealy, Gambrell, Allen

Current Status: LCI found favorable. Referred to the Senate.

Summary: Prohibits the use of section 14c of the Fair Labor Standards Act to pay subminimum wages to individuals with disabilities.

[H. 3244](#)

EMPLOYMENT FIRST INITIATIVE ACT

Sponsors: Collins, Cobb-Hunter, Huggins, Thayer, Anderson, Caskey, Govan and S. Williams.

Current Status: 3rd read in the House and sent to Senate. Then referred to Labor Commerce and Industry. (No change since March)

Summary: Creates the SC Employment First Oversight Commission and establishes policies for competitive and integrated employment for individuals with disabilities.

[H. 4034](#)

SC STUDY COMMITTEE ON DIVERSITY OF STATE BOARDS AND COMMISSION

Sponsors: Govan, Gillard, King, J.L. Johnson, Hosey, Pendarvis, S. Williams, Clyburn and Hart

Current Status: Referred to Judiciary. No change from March.

Summary: Joint Resolution to create the study committee to address racial and gender composition on state boards and commission.

[S. 177](#)

A JOINT RESOLUTION TO PROVIDE THAT COVID-19 VACCINATIONS ARE PURELY VOLUNTARY

Sponsors: Corbin, Rice, Loftis, Verdin, Martin, Garrett and Gustafson

Current Status: Second Reading

Summary: Amendment-employee who is treating or caring solely for vulnerable populations may be required by his employer to undergo vaccination to prevent COVID-19.

[S. 743](#)

COMPOSTION AND GOVERNANCE OF DDSN

Sponsors: Alexander, Shealy, Peeler, Hutto, Verdin, Massey and Scott

Current Status: Referred to Medical Affairs

Summary: Bill would dissolve the DDSN Commission and make DDSN a cabinet agency.

CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS

FOR THE PURCHASE AND PROVISION OF

ADMINISTRATIVE SERVICES

DATED AS OF

July 1, 2020

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CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
FOR THE PURCHASE AND PROVISION OF ADMINISTRATIVE SERVICES

This Contract is entered into as of the first day of July 2020, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and the South Carolina Department of Disabilities and Special Needs , 3440 Harden Street Extension, Columbia, SC 29203, hereinafter referred to as "SCDDSN."

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid Program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS to perform certain administrative functions.

WHEREAS, SCDDSN represents and warrants that it meets applicable standards to receive such funds for certain administrative functions as specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, SCDDSN desires to provide such administrative functions as outlined in this Contract.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on July 1, 2020 and shall, unless sooner terminated in accordance with Article VIII, continue in full force and effect through June 30, 2025.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

ANE: Abuse, neglect and exploitation

APPLICANT: A person who has applied for SCDDSN CS, HASCI and/or ID/RD waiver services

Beneficiary: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

CMS: Centers for Medicare and Medicaid Services

CPCA: Children's Personal Care Aide

CPDN: Children's Private Duty Nursing

CS: Community Supports

DSN Board: Disabilities and Special Needs Board

Federal Financial Participation (FFP): Any funds, either title or grant, from the Federal Government.

GAO: Government Accountability Office

HASCI: Head and Spinal Cord Injury

HCBS: Home and Community Based Services Final Regulation, CMS 2249-F

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

ICF/IID: Intermediate Care Facility for Individuals with Intellectual Disabilities

ID/RD: Intellectual Disability and Related Disabilities

IMS: SCDDSN Incident Management System

LTL: Long Term Living

LOC: Level of Care

MAA: Medicaid Administrative Activities

MCC: Medically Complex Children

MTCM: Medicaid Targeted Case Management

NCI: National Core Indicators

NF: Nursing Facility

Participant: Medicaid Beneficiary receiving services authorized, overseen or operated by DDSN

PASRR: Pre-Admission Screening and Resident Review

Policies: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method of provision of Title XIX services to South Carolina Beneficiaries as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

QIO: Quality Improvement Organization

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

SCDDSN: South Carolina Department of Disabilities and Special Needs

SCDHHS: South Carolina Department of Health and Human Services

SCDHHS Appeal Regulations: Regulations promulgated in accordance with S.C. Code Ann. §44-6-90, 10 S.C. Code of State Regs. §126-150 et seq. (2012, as amended) and S.C. Code Ann. §1-23-310 et seq. (1976, as amended).

South Carolina State Plan for Medical Assistance (State Plan): The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

TEFRA: Tax Equity and Fiscal Responsibility Act

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended (42 U.S.C. §1396 et seq.).

USDHHS: United States Department of Health and Human Services

ARTICLE III

SCOPE OF SERVICES

For and in consideration of the promises herein made by SCDHHS, SCDDSN agrees to provide administrative services related to the operation of the CS, HASCI, and ID/RD Waiver Programs, ICF-IID LOC determinations, and Level II PASRR.

SCDDSN agrees to provide services in a manner consistent with Medicaid policy and agrees to maintain documentation in support of services and functions delivered for the proper and efficient administration of the Medicaid State Plan and waiver programs. SCDDSN shall abide by all waiver assurances, waiver documents and SCDHHS policy.

As necessary, SCDDSN shall participate in one-time or regularly-scheduled interagency meetings/telephone calls with SCDHHS staff; provide information; provide notice to stakeholders about public meetings; prepare and submit policies/procedures to SCDHHS for its review and approval prior to implementation; implement SCDHHS-approved policies/procedures; and, contribute as requested to the submission of CMS 372 reports, waiver amendments, waiver renewals and evidentiary reports.

As part of SCDDSN's administrative activities, qualified personnel will complete the following:

1. Performance of the following Medicaid LOC determinations according to SCDHHS policy, criteria and the appropriate waiver document:
 - a. Initial ICF/IID LOC determinations for CS, HASCI, and ID/RD Waiver applicants.
 - b. ICF/IID LOC determinations for individuals seeking or receiving Medicaid-sponsored services in an ICF/IID.
 - c. Annual ICF/IID or NF LOC re-determinations for CS, HASCI, and ID/RD Waiver Participants.
 - d. New LOC determinations for CS, HASCI, and ID/RD Waiver Participants when their LOC has expired.

SCDDSN will monitor annual ICF/IID and NF LOC re-determination training for all case managers/supervisors who conduct such LOC re-determinations for waiver Participants.

2. Facilitation of Medicaid eligibility determinations including:
 - Explaining the Medicaid program, eligibility rules and eligibility process to Applicants.
3. Performance of Level II Pre-Admission Screening and Resident Reviews (PASRR).
4. Performance of ICF/IID LOC determinations for individuals that may qualify for Medicaid through TEFRA. Transmission or issuance of information necessary for an ICF/IID LOC determination or re-determination for TEFRA individuals.

5. Completion of all Medicaid-required waiver enrollment activities not otherwise reimbursable under Medicaid fee-for-service payment options.
6. Development of written materials explaining the waiver programs. Sharing of this information with potential and current Participants.
7. Identification and timely reporting of inappropriate Medicaid provider claims including, but not limited to, fraudulent billing, billing lacking documentation for the service provided, and, billing in excess of service authorization.
8. Overseeing, compiling, preparing, reviewing, submitting, and monitoring Medicaid administrative claims in support of the Medicaid State Plan and Medicaid waivers.
9. Administration and operation of an ANE and critical incident reporting process approved by SCDHHS.
10. Provision of technical assistance to DSN Boards/waiver service providers within the SCDDSN network.
11. Reconsideration of adverse decisions when requested by Participants. After reconsideration, issuance of a written decision to the participant/family within ten (10) business days of receipt of the written request for reconsideration with a copy to SCDHHS.
12. Review of the credentials, education, and experience of Psychological and Behavior Support waiver service providers. Collection of background checks in order to qualify providers for Medicaid enrollment or revalidation prior to submitting to SCDHHS. Request for and collection of documentation of Continuing Education Units (CEUs) for these providers as required by their specialty.
13. Maintenance of accurate waiver waiting lists for the CS, HASCI, and ID/RD Waiver Programs.
14. Communication with Applicants on the above-referenced waiting lists to:
 - a. confirm interest in the waiver
 - b. provide information regarding current placement on the list
 - c. obtain updated demographic information
15. Sending of correspondence to new Applicants regarding their placement on the waiver waiting list within ten (10) business days of addition to the list.

16. Responding to inquiries regarding an Applicant's placement on waiver waiting list(s) (after obtaining written release as necessary).
17. Submission of information to SCDHHS in preparation for an appeal hearing. Provision of testimony/evidence at appeal hearings as requested by SCDHHS.
18. Posting of SCDHHS-approved documents on the SCDDSN website.
19. Dissemination of SCDHHS-approved policies and procedures to staff/supervisors in a timely manner.
20. Coordination and timely submission of waiver enrollment and termination forms to SCDHHS. Submission of a monthly report to SCDHHS showing waiver enrollments and terminations for all waiver programs.
21. Provision of administrative oversight to participants who decline Waiver Case Management services.
22. Monitoring the provision of annual training to waiver case managers on the following topics:
 - a. Procedures for Reporting Abuse, Neglect or Exploitation of People
 - b. Confidentiality of Personal Information
 - c. Person-Centered Planning
 - d. Level of Care
 - e. Assessments and Plans of Support
 - f. Programmatic changes (as required)
 - g. One topic of the provider's choosing
23. Provision of technical assistance to providers in the SCDDSN network focused on the transformation necessary for compliance with the HCBS Final Regulation.
24. Performance of SCDDSN's required quality assurance activities in accordance with SCDHHS policy and the waiver documents. These include:
 - a. Provider reviews: SCDDSN shall ensure a QIO performs reviews of waiver service providers per the SCDHHS-approved schedule. The QIO shall gather the needed waiver key indicator data. SCDDSN will not be reimbursed for costs related to the QIO's gathering of other data, unless SCDHHS approves this in advance.

SCDDSN will ensure the full report of findings for initial and follow-up QIO provider reviews, as well as provider corrective action plans, are made available to SCDHHS by the QIO Portal within 45

days of the review date. SCDDSN will ensure data on the QIO Portal is accurate, complete and up to date.

- b. Waiver key indicator implementation: SCDDSN shall utilize the waiver key indicators required by SCDHHS. SCDDSN shall seek annual written approval from SCDHHS of the waiver key indicators. Waiver key indicators may not be revised, added, or deleted without SCDHHS approval. Revisions to the key indicators will be enacted in the next fiscal year unless other arrangements are approved by SCDHHS.
- c. Corrective action plan monitoring and follow-up: SCDDSN shall ensure provider corrective action plans are implemented and ensure the targeted outcomes are achieved on schedule. As necessary, SCDDSN shall provide technical assistance to providers.
- d. Recoupment payments: As warranted by QIO findings, SCDDSN will reimburse SCDHHS for Medicaid payments it received that are determined to be recoupable. These reimbursements must be submitted to SCDHHS using the void/replace methodology per Medicaid policy utilizing appropriate documentation. If it is not possible to use void/replace methodology, SCDDSN will otherwise initiate the necessary adjustments according to Medicaid policy. If needed, future payment will be withheld from SCDDSN in order to resolve outstanding discrepancies. SCDDSN will notify SCDHHS of QIO findings that appear to warrant recoupment from providers that direct bill SCDHHS.
- e. Deficiency reporting: SCDDSN will notify SCDHHS within 24 hours of discovering a Class I deficiency, as outlined in SCDDSN Directive 104-01-DD and individual waiver documents.
- f. Personal property monitoring: SCDDSN will ensure residential habilitation providers manage participant personal assets, funds and property in accordance with federal/state regulations. SCDDSN will ensure controls are in place to properly protect Participant personal assets, funds and property.

25. Activities of the Waiver Administration Division including approval of all case management plans with service levels for waiver participants.

26. Administration of the ID/RD, CS and HASCI Environmental Modifications service to include on-site visits, construction plan development and project coordination.

27. Development and editing of Waiver Policy Manuals with final approval

from SCDHHS.

28. Provision of training on Policy changes to the SCDDSN provider network.
29. Administration of Residential Habilitation assessment of need.
30. Provision and management of statewide electronic health record system.
31. Coordinating Participant admission to the residential Critical Needs List and corresponding placement in appropriate residential setting.
32. Completion of national, standardized measures to assess the support needs of Participants and outcomes of services provided to Participants and families. This will include administration of the National Core Indicators pre-survey.
33. Distribution and certification of delivery of itemized Personal Protective Equipment to at-home waiver participants.
34. Administration of ICF-Community program.

ARTICLE IV

FISCAL ADMINISTRATION

1. Appropriation Transfer of State Match

- a. SCDHHS agrees to transfer State matching funds for Medicaid State Plan services to SCDDSN by appropriation transfer for those individuals who were Medicaid eligible prior to entering the CS, HASCI or ID/RD waiver programs. This transfer will be made during the fourth (4th) quarter of the State fiscal year for individuals entering the waiver during the preceding four (4) quarters. Then, in the first (1st) quarter of the following State fiscal year, the transfer of State matching funds will be made on a permanent basis for those individuals through the annual budgetary process.
- b. For the purposes of determining the annual appropriation transfer amount from SCDHHS to SCDDSN, the following shall occur:
 - i. SCDDSN shall prepare an excel spreadsheet with accurate data for the current appropriation request.
 - ii. The spreadsheet must contain all CS, HASCI or ID/RD waiver enrollees with ESTABLISHED Medicaid eligibility, who enrolled between dates 4/1/xx and 3/31/xx. Each appropriation

transfer request must be specific for the time frame in question each year. Retro-active requests for appropriation transfers will not be considered.

- iii. The spreadsheet must contain accurate enrollee names (first and last names), Medicaid identification numbers, social security identification numbers, and enrollment dates.
- c. The enrollment list should NOT include any previous CS, HASCI or ID/RD established waiver enrollees as those individuals are not eligible for duplicate appropriation transfer amounts. If the spreadsheet submitted to SCDHHS includes the names of previously enrolled CS, HASCI or ID/RD established waiver individuals, those names will be removed.
- d. The enrollment list should not include any CS, HASCI or ID/RD Waiver participants who terminate from the waiver without receiving waiver services. No appropriation transfer will be made for these participants.
- e. In order to ensure a timely appropriation transfer, the spreadsheet must be submitted during the month of April each year to staff at SCDHHS, Community Options.

For the purposes of determining the annual appropriation transfer from SCDHHS to SCDDSN, "Additional Waiver Slots for the Year Filled by Persons Who were Medicaid Eligible Prior To Entering the Waiver" shall include: individuals living at home prior to entering the waiver, individuals living in other (non-ICF/IID) community settings, or individuals living in ICF/ IID's whose movement to the waiver from an ICF/ IID resulted in an ICF/ IID bed being permanently vacated. The permanently vacated bed could occur in the particular ICF/ IID from which the individual moved, or could occur in another ICF/ IID, such as a residence at a regional center. SCDDSN shall provide to SCDHHS at the time of requesting the appropriation transfer a listing of all individuals coming into the waiver from an ICF/ IID who meet the criteria. Upon request from SCDHHS, SCDDSN shall provide supporting records to substantiate the individual's movement resulted in a permanently vacated ICF/ IID bed.

- f. The determination of the appropriation transfer of State match funds to SCDDSN for Medicaid State Plan services shall be computed by SCDHHS in accordance with Appendix C. (see attached)
- g. Should the CS, HASCI or ID/RD Waiver program not be renewed by CMS, SCDDSN agrees to transfer back as a permanent one-time appropriation transfer, all State matching funds previously transferred in accordance with this Agreement and SCDDSN will no longer be responsible for payment of Health Connections Medicaid state plan services.
- h. The annual appropriation transfer of State matching funds from SCDHHS to SCDDSN is subject to appropriation from the legislature.

ARTICLE V

SCDHHS RESPONSIBILITIES

For and in consideration of the promises made herein by SCDDSN, SCDHHS agrees to:

1. Provide technical assistance to SCDDSN as needed related to the operation of waiver and State Plan programs including waiver applications, amendments, renewals, evidentiary reports, compliance reviews, and direct enroll/direct bill providers.
2. Serve as official liaison with CMS and communicate pertinent information to SCDDSN in a timely fashion.
3. Ensure MMIS entry of waiver enrollments and terminations.
4. Participate in quarterly LOC Meetings with the SCDHHS QIO and SCDDSN staff.
5. Participate in waiver appeals and hearings as needed with designated SCDDSN staff and provide appropriate notification to SCDDSN of such events.
6. Review and approve all SCDDSN-proposed policies, rules and regulations in a timely manner related to waivers and/or waiver participants prior to issuance and implementation.
7. Participate in staff meetings between SCDHHS and SCDDSN to discuss relevant topics, Medicaid policy and/or participant concerns.
8. Provide SCDDSN with needed information regarding current Medicaid enrollment status of waiver service providers.

ARTICLE VI

CONDITIONS FOR REIMBURSEMENT BY SCDHHS

SCDHHS agrees to purchase from SCDDSN and to pay for the services provided pursuant to this Contract in the manner and method herein stipulated:

- A. SCDDSN shall submit a monthly reimbursement invoice to SCDHHS for the services provided under this Contract. Bills shall be submitted to:

Accounting Operations/Accounts Payable
South Carolina Department of Health and Human Services
Post Office Box 8206
Columbia, South Carolina 29202-8206

B. Non-Federal Share of Costs

SCDDSN agrees to incur expenditures from state appropriated funds and/or funds derived from tax revenue in an amount at least equal to the non-federal share of the allowable, reasonable and necessary cost for the provision of administrative services to the Medicaid Program under this Contract prior to submitting invoices for payment under this Contract. Documentation of the non-federal expenditures necessary to support the invoices for reimbursement must be maintained by SCDDSN and are subject to audit by SCDHHS. SCDHHS may withhold and/or recoup reimbursements if Certified Public Expenditures (CPE) are not adequately documented. The required total estimated state appropriated funds and/or funds derived from tax revenue to be expended by SCDDSN as a CPE are Nine Million Three Hundred Thirty Thousand Five Hundred Dollars (\$9,330,500) per year (See Appendix A). As required by 45 CFR Part 95.13 (2019, as amended) all funds expended for the non-federal share of this Contract must be in compliance with 42 CFR Part 433 Subpart B (2019, as amended). Such non-federal funds must be actually expended for the provision of services to be provided under this Contract.

C. Cost Report

Throughout the contract period, SCDDSN shall submit interim monthly reimbursement requests which will incorporate the following certification statement:

I do solemnly swear (or affirm) that I have examined the information contained in this request or report. That all information has been prepared from the books and records of SCDDSN. That the aforesaid information is true and correct to the best of my knowledge and belief; and, that no other request for reimbursement from other federal and/or state funds has been made nor has any other reimbursement been received, applied for, nor will they be applied for, for the services herein described. That SCDDSN has on file the proper documentation to support this request for reimbursement. And, that the costs represented are true costs incurred during the period of this request.

This statement must be signed and dated by a finance person duly authorized by SCDDSN.

The SCDDSN will be required to submit an annual cost report reflecting the SCDDSN Central Office operating costs on a FYE June 30th basis. This cost report will be due at the same time in which the annual FYE June 30th waiver services and state plan services cost reports are due and will include the CMS approved cost allocation methodology used to allocate SCDDSN Central Office costs among Medicaid state plan, Medicaid waiver, and other services/activities not funded by the SC Medicaid Program. Based upon the submission of the SCDDSN Central Office cost report, the SCDHHS will determine the actual Medicaid allowable reimbursable costs incurred in the operation of the SCDDSN waiver programs and reconcile the interim payments made during the contract. If an overpayment occurs, then SCDDSN will be responsible for returning the federal share of the overpayment. If an underpayment occurs, then SCDHHS will reimburse SCDDSN the federal share of the underpayment.

D. Public Funds as the State Share of Federal Financial Participation

To be considered as the state's share in claiming FFP, public funds must meet the conditions specified in accordance with 42 CFR §433.51 (2019, as amended).

E. Donations (If Applicable)

SCDDSN agrees to comply with 42 CFR Part 433 Subpart B (2019, as amended) regarding any and all donations made by SCDDSN pursuant to this Contract.

ARTICLE VII

RECORDS AND AUDITS

A. Accuracy of Data and Reports

SCDDSN shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. SCDDSN shall not submit for payment any claims, invoices, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

SCDDSN must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. SCDDSN further agrees to retain all financial and programmatic records, and supporting documents, and statistical records and other records of Beneficiaries relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of four (4) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records has been initiated prior to the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of four (4) years after last payment under this Contract, SCDDSN shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or their designee(s) shall have the right to audit, review, examine, and make copies, excerpts or

transcripts from all records, contact and conduct private interviews with SCDDSN's Beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the our (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed, and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, SCDDSN shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, CMS, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to SCDDSN by certified mail.

2. Disallowances - Appeals

In the event SCDDSN disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse SCDDSN for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by SCDDSN in any other administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, SCDDSN and SCDHHS agree that, should any audit(s) result in disallowance to SCDDSN all funds due to SCDHHS are payable upon notice to SCDDSN of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by

means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to SCDDSN under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between SCDDSN and SCDHHS, the disallowance shall be due and payable immediately upon notice to SCDDSN of the disallowance.

ARTICLE VIII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (Supp. 2000, as amended), and 2 CFR Part 182 (2018, as amended), this Contract is subject to immediate termination, suspension of payment, or both if SCDDSN fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the contract period if SCDDSN, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous contract between the parties or if SCDDSN has failed to comply with the maintenance and inspection of records requirements of any previous contract between the parties.

E. Termination for Loss of Licensure or Certification (If applicable)

In the event that SCDDSN loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should SCDDSN lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

F. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

G. Notice of Termination

In the event of any termination of the Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections C, D and/or F of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Contract is terminated pursuant to Sections A, or B, of this Article, termination shall be effective upon receipt of such notice. If this Contract is terminated pursuant to Section E of this Article, termination shall be effective upon the date listed in the notice.

ARTICLE IX

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations 10 S.C. Code of State Regs. §126-150, et seq. (2012, as amended), and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq., (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S. C. Code Ann. §1-23-380, (1976, as amended).

ARTICLE X

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

SCDDSN agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2019, as amended), which provide that SCDDSN must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.

3. Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto 45 CFR Part 84 (2019, as amended).
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. The Americans with Disabilities Act (42 U.S.C. §12101 et seq.), and regulations issued pursuant thereto.
8. The Drug Free Workplace Acts, S.C. Code Ann. §44-107-10 et seq. (Supp. 2000, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2019, as amended).
9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

B. Employees of SCDDSN

No services required to be provided under this Contract shall be provided by anyone other than the SCDDSN or with the prior approval of SCDHHS in accordance with Section Q., the SCDDSN subcontractor.

C. Information on Persons Convicted of Crimes

SCDDSN agrees to furnish to SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR §455.106 (2018, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Safeguarding Information

SCDDSN shall safeguard the use and disclosure of information concerning applicants for or Beneficiaries of Title XIX services in accordance with 42 CFR Part 431, Subpart F (2019, as amended), SCDHHS' regulations at 10 S.C. Code of State Regs. §126-170, et seq. (2012, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

E. Political Activity

None of the funds, materials, property, or services provided directly or indirectly

under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

F. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is also applicable to all subcontractors.

G. Reporting of Fraudulent Activity

If at any time during the term of this Contract, SCDDSN becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Beneficiary of or applicant for services, an employee of SCDDSN or SCDHHS, and/or subcontractor or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by SCDDSN directly to SCDHHS.

H. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section N of this Article.

I. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina and federal laws as they pertain to the performance of services provided under this Contract.

J. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

K. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by SCDDSN of any provision of this Contract or the continued payment of SCDDSN by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall SCDHHS' waiver of any breach of any provision hereof be

taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

L. Non-Waiver of Rights

SCDHHS and SCDDSN hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

M. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by SCDDSN shall be valid without the prior written consent of SCDHHS.

N. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

O. Amendment Due to The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of SCDDSN, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing SCDDSN of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

P. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section N of this Article.

Q. Subcontracts

Subcontracts under this Contract shall be in writing and shall be subject to the terms and conditions of this Contract. The Provider shall be solely responsible for the performance of any subcontractor.

R. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

S. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. SCDDSN shall take necessary steps to insure or protect its Beneficiaries, itself, and its personnel. SCDDSN agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

T. Procurement Code

When applicable, SCDDSN must comply with the terms and conditions of the South Carolina Consolidated Procurement Code.

U. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

V. Equipment (If applicable)

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with SCDDSN as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

W. National Provider Identifier

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) require that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D), and if the Provider is a covered health care provider as defined in 45 CFR §162.402, the provider agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. The Provider also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

X. Employee Education about False Claims Recovery

If the Provider receives annual Medicaid payments of at least Five Million Dollars \$5,000,000, the Provider must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education about False Claims Recovery.

Y. Portable Devices

All Protected Health Information (PHI) stored on portable devices must be encrypted. Portable devices include all transportable devices that perform computing or data storage, manipulation or transmission including, but not limited to, diskettes, CDs, DVDs, USB flash drives, laptops, PDAs, BlackBerrys, cell phones, portable audio/video devices (such as iPods, and MP3 and MP4 players), and personal organizers.

Z. Debarment/ Suspension/Exclusion

The Provider agrees to comply with all applicable provisions of 2 CFR Part 180 (2019, as amended) as supplemented by 2 CFR Part 376 (2019, as amended), pertaining to debarment and/or suspension. As a condition of participation, the Provider should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program, and/or all federal health care programs. To make this determination, the Provider may search the LEIE website located at <http://www.oig.hhs.gov/fraud/exclusions.asp>. The Provider should conduct a search of the website monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to SCDHHS. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider. This prohibition applies even when the Medicaid payment itself is made to another provider who is not excluded; for example, a pharmacy that fills a prescription written by an excluded doctor for a Medicaid beneficiary cannot claim reimbursement from Medicaid for that prescription. Civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid beneficiaries. See Section 1128A(a)(6) of the Social Security Act and 42 CFR 1003.102(a)(2).

AA. SCDDSN Responsibility

If under the terms of this Contract, SCDDSN makes any decisions, determinations or takes any actions on behalf of SCDHHS, then SCDDSN shall be responsible for evidentiary support of its decisions, determinations or actions in any proceeding or claim asserted against SCDHHS related to such decision, determination or action. If required by SCDHHS, SCDDSN shall be responsible for retaining legal counsel to diligently and capably provide such defense. This responsibility includes, but is not limited to, any appeals before the SCDHHS Division of Appeals and Hearings.

BB. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

CC. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and SCDDSN, by their authorized agents, have executed this Contract as of the first day of July 2020.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES
"SCDHHS"

SOUTH CAROLINA DEPARTMENT OF
DISABILITIES AND SPECIAL NEEDS
"SCDDSN"

BY: _____
Joshua D. Baker
Director

BY: _____
Authorized Signature

Print Name

DATE: _____

DATE: _____

WITNESSES:

WITNESSES:

APPENDIX A

BUDGET

South Carolina Department of Disabilities and Special Needs (SCDDSN)

July 1, 2020 - June 30, 2025

STATE MATCHING FUNDS*	FEDERAL	TOTAL
SFY 2021 \$9,330,500	\$9,330,500	\$18,661,000
SFY 2022 \$9,330,500	\$9,330,500	\$18,661,000
SFY 2023 \$9,330,500	\$9,330,500	\$18,661,000
SFY 2024 \$9,330,500	\$9,330,500	\$18,661,000
SFY 2025 \$9,330,500	\$9,330,500	\$18,661,000
TOTAL BUDGET		\$93,305,000

APPENDIX B

HIPAA BUSINESS ASSOCIATE AGREEMENT

A. Purpose

The South Carolina Department of Health and Human Services (Covered Entity) and Business Associate agree to the terms of this Agreement for the purpose of protecting the privacy of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in performing the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract between the parties.

B. Definitions

General Statement

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [South Carolina Department of Disabilities and Special Needs (SCDDSN)].

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean SCDHHS.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) Security incident. "Security incident" shall generally have the same meaning as the term "security incident" at 45 CFR 164.304.

C. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

(b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

(c) Submit system and program information to the Privacy Official, upon request, to

document and verify compliance with federal and state privacy rules and regulations;

(d) Report to the Privacy Official of the Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within 72 hours of discovery;

(e) Notwithstanding the requirements of 45 CFR 164.410, Business Associate shall notify the Privacy Official of the Covered Entity of potential breaches within 72 hours of discovery and keep the Privacy Official of the Covered Entity in their breach determination process;

(f) Unless otherwise directed by Covered Entity, Business Associate shall be responsible for breach notifications to individuals, the US DHHS Office of Civil Rights (OCR), the media, and Consumer Affairs, if applicable, on behalf of Covered Entity and shall include Covered Entity's designee as part of the breach response team;

(g) For breaches resulting from the action or inaction of the Business Associate, or its subcontractors, surrounding the use, receipt, storage, and/or transmission of PHI and PII under this Agreement, be responsible for any and all costs, damages, liabilities, expenses, fines and/or penalties;

(h) In accordance with 45 CFR 164.502(e)(1) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements, to include reporting and notification requirements, that apply to the Business Associate with respect to such information;

(i) All reporting or notifications requirements pursuant to letters (d), (e), (f) and (g) and (h) above, should be submitted using the "Incident Reporting for Business Associates" form, addressed to the Privacy Official of the Covered Entity by email at privacyoffice@scdhhs.gov. Additional contact information for the Privacy Official is:

South Carolina Department of Health and Human Services
Privacy Office
Post Office Box 8206
Columbia, SC 29202-8206
Phone: (803) 898-2034
Fax: (803) 255-8276

(j) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(k) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(l) Maintain and make available the information required to provide an accounting of

disclosures to Covered Entity, or an individual if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(m) Notify Covered Entity within five (5) business days of receipt of any request covered under paragraphs (j), (k) or (l) above.

(n) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(o) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

D. Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract to which this Agreement is appended, including, if applicable, authorization to use protected health information to de-identify the information in accordance with 45 CFR 164,514(a)-(c); and follow additional guidance provided by US DHHS in "Guidance Regarding Methods for De-identification of protected health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule" found at <https://www.hhs.gov/hippa/for-professionals/privacy/guidance/index.html>.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to limit uses, disclosures, and requests for protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request according to the HIPAA Privacy Rule.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

(e) Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the individual to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the individual, and the individual notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may not disclose, or duplicate protected health information identified by Covered Entity as provided by the Social Security Administration (SSA) without written approval and permission from SSA. If the need for such disclosure and/or duplication arises, Business Associate must notify Covered Entity and work with Covered Entity to obtain approval and permission from SSA.

E. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of and shall terminate

on the effective and termination dates of the Contract to which this Agreement is appended, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner;

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within thirty (30) calendar days.

(c) Obligations of Business Associate Upon Termination.

(1) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information.

(2) In the event that Business Associate determines that returning or destroying the protected health information is not practical or possible, Business Associate shall notify Covered Entity of the conditions and reasons return of the protected health information is not practical or possible. Upon concurrence by Covered Entity that return is not practical, Business Associate shall:

(i) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

(iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section D of this Appendix.

(3) Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by any subcontractors.

(4) Business Associate shall transmit the protected health information to another Business Associate of the Covered Entity at termination, upon receipt of a written request from the Covered Entity.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

F Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(c) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

APPENDIX C
APPROPRIATIONS TRANSFER

The determination of the appropriations transfer of State match funds to SCDDSN for Medicaid State Plan Services shall be computed as follows:

Number of Additional Waiver Slots for the Year Filled by Individuals Who Were
Medicaid Eligible Prior to Entering the Waiver

X

Annual Cost Factor

X

State Match Percentage

=

Amount of Appropriation Transfer

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions (To Be Supplied to Lower Tier Participants-
Subcontractors)*

By signing and submitting this lower tier proposal, the prospective lower tier participant, as described and required in 2 CFR Part 180 and 2 CFR Part 376, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Authorized Signature

Date

INSTRUCTIONS FOR COMPLETION OF THE
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The attached form must be completed by all Providers/Contractors who receive \$100,000 or more in federal funds through a contractual agreement with the South Carolina Department of Health and Human Services (SCDHHS). The purpose of the attached form is to certify that none of the federal funds received through the contractual agreement will be used for any lobbying activities. This form is required by the Federal Government as a result of 31 U.S.C. 1352. A copy of this form must be completed and returned with all signed contractual agreements exceeding \$100,000.

Additionally, should the Provider/Contractor enter into any subcontracts in coordination with the contractual agreement with SCDHHS, the Provider/Contractor is required to have on file a signed copy of this form for any and all subcontracts which exceed the \$100,000 level. This requirement extends to all levels of subcontracting and sub-subcontracting.

Should the Provider/Contractor (or any of its Subcontractors/ Sub-subcontractors) use any funds for lobbying activities, an additional form (Standard Form - LLL) will be required. (See #2 on the attached form). It shall be the responsibility of the Provider/Contractor to notify SCDHHS of this activity and to request from SCDHHS a copy of this form for completion and proper filing.

Should there be any questions concerning this form or the Standard Form - LLL, contact should be made with the Division of Contracts at SCDHHS.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

THE DRUG-FREE WORKPLACE ACT
S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below.

Please check the box beside the certification statement that applies to you and sign and date this form.

CERTIFICATION STATEMENT FOR PERSON

I hereby certify to the South Carolina Department of Health and Human Services (SCDHHS) that I will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. my policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitative, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug violations;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment on the contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify me of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying SCDHHS within ten days after receiving notice under item 4. b. from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required by Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1, 2, 3, 4, 5 and 6.

I also agree that, in compliance with Section 44-107-50, I shall, within thirty days after receiving notice from an employee of a conviction pursuant to Title 44, Chapter 53, Article 3, Narcotics and Controlled Substances, of the South Carolina Code of Laws:

1. Take appropriate personnel action against the employee up to and including termination; or
2. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

CERTIFICATION STATEMENT FOR INDIVIDUAL

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Date

Authorized Signature

**All State Agencies are Operating Under a Continuing Resolution Appropriations
FY 20/21 Legislative Authorized & Spending Plan Budget VS Actual Expenditures (as of 3/31/2021)**

Funded Program - Bud	Continuing Resolution Appropriations	Adjustments	Adjusted Budget	YTD Actual Expense	Remaining Budget	Percent Expended - Target %
						75.00%
ADMINISTRATION	\$ 8,386,999	\$ 82,721	\$ 8,469,720	\$ 5,129,031	\$ 3,340,689	60.56%
PREVENTION PROGRAM	\$ 157,098	\$ -	\$ 157,098	\$ 12,500	\$ 144,598	7.96%
GREENWOOD GENETIC CENTER	\$ 15,185,571	\$ -	\$ 15,185,571	\$ 7,822,723	\$ 7,362,848	51.51%
CHILDREN'S SERVICES	\$ 12,291,594	\$ (115,734)	\$ 12,175,860	\$ 8,275,619	\$ 3,900,241	67.97%
IN-HOME FAMILY SUPP	\$ 86,302,031	\$ (14,035,721)	\$ 72,266,310	\$ 39,275,260	\$ 32,991,050	54.35%
ADULT DEV&SUPP EMPLO	\$ 83,358,338	\$ 6,100,000	\$ 89,458,338	\$ 53,820,448	\$ 35,637,890	60.16%
SERVICE COORDINATION	\$ 15,166,140	\$ (1,500,000)	\$ 13,666,140	\$ 9,066,258	\$ 4,599,882	66.34%
AUTISM SUPP PRG	\$ 26,368,826	\$ -	\$ 26,368,826	\$ 11,734,170	\$ 14,634,656	44.50%
HD&SPINL CRD INJ COM	\$ 5,040,532	\$ 500,000	\$ 5,540,532	\$ 3,964,279	\$ 1,576,253	71.55%
REG CTR RESIDENT PGM	\$ 77,137,897	\$ 1,874,368	\$ 79,012,265	\$ 55,144,014	\$ 23,868,251	69.79%
HD&SPIN CRD INJ FAM	\$ 18,965,193	\$ 4,500,000	\$ 23,465,193	\$ 15,438,869	\$ 8,026,324	65.79%
AUTISM COMM RES PRO	\$ 29,749,084	\$ 5,107,633	\$ 34,856,717	\$ 27,546,870	\$ 7,309,847	79.03%
INTELL DISA COMM RES	\$ 340,593,466	\$ 172,919	\$ 340,766,385	\$ 256,325,542	\$ 84,440,843	75.22%
STATEWIDE CF APPRO	\$ -	\$ 49,799	\$ 49,799		\$ 49,799	0.00%
STATE EMPLOYER CONTR	\$ 29,862,643	\$ 134,609	\$ 29,997,252	\$ 21,268,656	\$ 8,728,596	70.90%
Earmarked Authorization over DDSN Spending Plan	\$ 56,235,857	\$ -	\$ 56,235,857		\$ 56,235,857	
Legislative Authorized Total	\$ 804,801,269	\$ 2,870,594	\$ 807,671,863	\$ 514,824,239	\$ 292,847,624	
Legislative authorization capacity above actual spending plan budget			\$ (58,221,848)		\$ (58,221,848)	
DDSN spending plan budget			\$ 749,450,015	\$ 514,824,239 *	\$ 234,625,776	68.69%
Percent of total spending plan budget			100.00%	68.69%	31.31%	REASONABLE
% of FY completed (expenditures) & % of FY remaining (available funds)			100.00%	75.00%	25.00%	
Difference % - over (under) budgeted expenditures			0.00%	-6.31%	6.31%	
Difference \$ - over (under) budgeted expenditures				\$ (47,263,272)		

* \$2,295,222 of expenditures have been reimbursed under the CARES Act

Carry Forward + Cash Flow Analysis Indicates Sufficient Cash to Meet FY 21 Estimated Expenditure Commitments: YES X ; At-Risk ; NO

Expenditures categorized to provide insight into direct service consumers costs vs. non-direct service costs:

Expenditure	FY 20 - % of total	FY 19 - % of total
Central Office Admin & Program	2.24%	2.35%
Indirect Delivery System Costs	1.03%	1.22%
Board & QPL Capital	0.04%	0.07%
Greenwood Autism Research	0.03%	0.03%
Direct Service to Consumers	96.67%	96.33%
Total	100.00%	100.00%

NOTE: Prior FY data will be calculated and presented to provide assurance as to the consistent pattern of direct service & non-direct service expenditures and explanation for increases/decreases