### SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

### MINUTES

February 16, 2023

The South Carolina Commission on Disabilities and Special Needs met on Thursday, February 16, 2023, 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:

<u>COMMISSION</u> <u>Present In-Person</u> Stephanie Rawlinson – Chairman Barry Malphrus – Vice Chairman Robin Blackwood – Secretary Gary Kocher, MD Eddie Miller David Thomas Michelle Woodhead

### **DDSN Administrative Staff**

Constance Holloway, Interim State Director/General Counsel; Harley Davis, Ph.D., Chief Administrative Officer; Quincy Swygert, Chief Financial Officer; Courtney Crosby, Internal Audit Director; Greg Meetze, Chief Information Officer; Ann Dalton, Quality Management Director; Carolyn Benzon, Attorney; Valerie Duncan, Procurement Director; Derrek Asberry, Public Communications Director; Samuel Kosciolek, Visual Media Designer; Preston Southern, Information Technology Division; and Christie Linguard, Executive Assistant.

### **Notice of Meeting Statement**

Chairman Rawlinson 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.

### Welcome

Chairman Rawlinson welcomed everyone to the meeting this morning. She welcomed all new DDSN employees to the agency who have started since the end of November:

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- November 17th
  - Lauren Truss, Program Coordinator I, Waiver Administration, Central Office
- December 5th
  - Robbyn Young, Administrative Coordinator I, Information Technology, Central Office
- January 3rd
  - Zachary Burns, Administrative Coordinator I, Human Resources, Central Office
  - Deborah Littlejohn, Contact Specialist, Contact Project, Central Office
  - Lori Smith, Risk Management & Compliance Analyst II, Information Security, Central Office
  - o John Sandifer, Audits Manager I, Internal Audit, Central Office
- January 17th
  - Tiffany Carter, Administrative Coordinator II, Operations, Midlands Regional Center
  - Deonna Dotson, Direct Support Professional I, Piedmont Autism, Piedmont Autism
  - Shanta Jackson, Administrative Specialist II, Eligibility, Midlands Regional Center
  - Anna Worthy, Direct Support Professional I, Piedmont Autism, Piedmont Autism
- February 2nd
  - Derrek Asberry, Public Information Director II, Administration, Central Office
  - Julianne Ingalls, Program Coordinator II, HASCI, Whitten Regional Center
  - o Gabrielle Mack, Program Coordinator I, Operations, Central Office
  - Morgan O'Shields, Annual Level of Care Reviewer, Eligibility, Midlands Regional Center
  - o Denise Swafford, Nursing Consultant, Operations, Central Office
- February 13th
  - Samuel Kosciolek, Visual Media Designer II, Administration, Central Office

### Adoption of the Agenda

The Commission unanimously approved the agenda as written. (Attachment A)

### Invocation

Commissioner Blackwood gave the invocation.

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### **Approval of Commission Meeting Minutes**

Commissioner Blackwood made a motion to approve both the Special Called Commission Workgroup Meeting/Strategic Planning on January 20, 2023 and the regularly scheduled Commission Meeting minutes from January 19, 2023; this motion was seconded by Commissioner Woodhead and unanimously approved by the Commission. (Attachment B)

### Commissioners' Update

Commissioner Woodhead informed everyone that Clemson University's Adaptive Sports division is hosting the Palmetto Games on April 28 - 29<sup>th</sup>. She also noted that she had the pleasure of meeting with Representative Tommy Pope.

Commissioner Malphrus thanked everyone who gives personal care to anyone who has a disability.

Commissioner Blackwood attended the inaugural Technology Summit at the Charles Lea Center last month. She toured the Walgreens Distribution Center in Anderson where 38% of their employees have a cognitive or physical disability. Commissioner Blackwood announced that the 2023 Life with Brain Injury Conference will take place on July 28<sup>th</sup> here in Columbia.

Chairman Rawlinson will begin visiting with Executive Directors of Disability and Special Needs Boards (DSN) in her district next month. The Disability Advocacy Day will be held on March 1, 2023. The South Carolina Human Services Provider Conference will be held from March 6-8, 2023 in Charleston, South Carolina.

### Public Input

Amanda Whittle, Director of the Department on Children's Advocacy along with Margie Williamson, Director of The Arc of South Carolina both spoke during public input.

### **Programs and Services**

Mr. Jerry Bernard with The Charles Lea Center spoke on the topic, *The Future Is Now.* Technology First is an approach that encourages the inclusion of technology as a natural support for people with disabilities desiring to live and work in their communities. It uses person-centered approaches to promote meaningful participation social inclusion, self determination and quality of life. Mr. Bernard will contact Chairman Rawlinson with a list of things to help support this initiative. (Attachment C)

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### **Commission Committee Business**

A. Finance and Audit Committee

The Finance and Audit Committee met on February 8, 2023; however, there were no items to approve. A list of the FY2023 Contractual Agreements was provided to all Commission members. (Attachment D)

B. Policy Committee

Commissioner Malphrus gave an update on several policies to include the following:

<u>734-01-DD:</u> Individual and Family Support Related to Respite – there were slight changes made to this policy, which is now out for public comment now.

<u>738-01-DD:</u> Discharge Planning for those leaving ICF/IID and Enrolling in a Home and Community-Based Services Waiver Program – this policy is out for public comment.

### **Old Business**

A. Quarterly Incident Report

Ms. Dalton briefly spoke on the five-year incident trend data for Community-Based Services (including Residential and Day Service Settings) and Regional Centers through December 11, 2022. Chairman Rawlinson asked if Ms. Dalton can provide a separate report for children under the age of 18 years old. Ms. Whittle and Ms. Dalton will speak later about the reports that need to be submitted to the Department on Children's Advocacy. (Attachment E)

B. Update on EdMetric, LLC and Sage Squirrel Consulting, LLC

Dr. Davis noted that EdMetric has made recommendations on exemplar instruments to assess level of need for those eligible for DDSN services. The next steps include speaking with other states using homegrown instruments and standardized instruments. DDSN will review recommendations and compare instruments internally with DDSN staff and with experts (e.g., ITAC), as well as partners, to make final determinations on which instrument(s) to pilot; and lastly, DDSN and EdMetric will continue to discuss and refine the pilot and implementation pieces (for once instrument decisions are made). February 16, 2023 DDSN Commission Meeting Minutes Page 5 of 7

Sage Squirrel Consulting, LLC are scheduling times to meet and talk to commissioners and partners/stakeholders during the months of February and March. The next steps include scheduling regional in-person workshops; convening advisory groups (persons supported by DDSN and their families/guardians); and work on developing surveys.

C. Procurement Update

Ms. Duncan gave an update to the Commission on the metal detectors. She noted that metal detectors are on state term contracts. The cost of the metal detectors is estimated at \$9864.00; however, if the agency wanted to purchase the wands/scanners and not the actual walk through detectors, the cost of this would be a little less than \$3,000.00. At this time, the metal detectors will not be a part of the Security Guard Solicitation, which should be concluded some time in April. Chairman Rawlinson noted that because this is a security issue, the Commission will probably want to discuss in executive session during the monthly Commission meeting in March. Commissioner Miller asked about the useful life of the wands/scanners, which Ms. Duncan will research and get back to the Commissioner. (Attachment F)

### **New Business**

A. Financial Update

Mr. Swygert presented the FY23 Spending Plan vs Actual as of January 31, 2023. To date, the Agency has expended \$558M, 59.43% of our approved spending plan of \$939.1M. We are currently 1.10% over budget. Commissioner Blackwood made a motion to approve the Financial Update, seconded by Commissioner Miller and unanimously approved by the Commission. (Attachment G)

### **Director's Update**

- To begin, she highlighted the agency's work on providing resources and training for Autism Spectrum Disorder, or ASD.
- Many professionals who work with individuals with ASD don't know the depth of resources available to them. DDSN-provided trainings highlighting those resources and include crisis intervention steps useful for de-escalation of behaviors.
- DDSN staff recently presented training to case managers at the South Carolina Autism Society, as well as to staff at McEntire National Guard Base in Eastover and to the USC Developmental Pediatrics Department.

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Trainings were also conducted with intervention staff at childcare facilities and the Charleston County school district.

- In addition to this training, we recently completed our training course with the SC Special Olympics to improve their staffers' ability to work with those with special needs. Our relationship with that organization continues to grow and we will keep looking for ways to partner with them in the future.
- In another area of our agency, Communications and IT are working on updating the website and migrating it to the new platform. We hope to complete most of the web page transfers by the end of May.
- The upgrades and beautification work taking place at our regional centers were highlighted. We are installing new drainage pipes, replacing countertops and rails, and making other modifications at the Saleeby Center. At the Midlands Center, we are progressing in our power grid project. The transformers for this work have been ordered and we will soon be advertising bids for the project. And at the Whitten Center, we are adverting for bids for the new Sensory Garden.
- She highlighted two new employees in our Communications area, Derrek Asbury and Samuel Kosciolek. And finally, she spotlighted two longserving DDSN employees who are opting for a well-deserved retirement in the coming weeks:
  - Lynn Branham, who serves as a project coordinator, is retiring after more than 54 years at DDSN. She started as a clerk in 1968 and recalled the names and information of persons supported being on index cards in her early years at DDSN.
  - In her time here, she has seen the name of the agency change, the construction and development of various regional centers, and had a hand in setting up databases and various programs to make life better for staffers and supported persons. We thank Lynn for her dedicated and remarkable service of over half a century, and congratulate her on her retirement.
  - We are also saying goodbye to Steve Von Hollen, who is retiring after more than 31 years at DDSN. Steve first served as a Unit Psychologist at the Midlands Center from 1991-1994 before leaving the agency for a different job.
  - He returned in 1998 as the DDSN Liaison Psychologist to DJJ. He received promotions until he was named Director of Clinical Services in 2008; and he has served in that capacity since. Steve has been

February 16, 2023 DDSN Commission Meeting Minutes Page 7 of 7

> invaluable and the next person who will serve in that role has some pretty big shoes to fill.

### **Executive Session**

Chairman Rawlinson announced that the Commission will go into Executive Session to discuss the Legislative Audit Council's draft report. At 11:16 AM, on a motion by Commissioner Miller, seconded by Commissioner Thomas, the commission entered into executive session.

### Enter into Public Session

Upon rising out of executive session at 1:18 PM, Chairman Rawlinson announced that no decisions or motions made and no votes were taken. Commissioners David Thomas, Gary Kocher and Ed Miller were not present when the meeting resumed after executive session.

### Next Regular Meeting

March 16, 2023 at 10:00 AM

### Adjournment

On a motion by Commissioner Blackwood, seconded by Commissioner Malphrus and approved by the remaining commission members present, the meeting was adjourned at 1:18 P.M.

Submitted by:

Christie D. Linguard Executive Assistant

Approved by:

DocuSigned by: Robin Blackwood -4EA9D50E852D4A6

Commissioner Robin Blackwood Secretary

### SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

### AGENDA

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

	February 16, 2023	10:00 A.M.						
1.	Call to Order	Chairman Stephanie Rawlinson						
2.	Notice of Meeting Statement	Commissioner Robin Blackwood						
3.	Welcome							
4.	Adoption of Agenda							
5.	Invocation	Commissioner Robin Blackwood						
6.	<ul> <li>Approval of Commission Meeting Minutes</li> <li>1. Special Called Commission Workgroup Me January 20, 2023</li> <li>2. Commission Meeting – January 19, 2023</li> </ul>	eting/Strategic Planning -						
7.	Commissioners' Update	Commissioners						
8.	Public Input							
9.	Commission Committee Business							
	A. Finance & Audit Committee	Committee Chair Robin Blackwood						
	FY2023 Contractual Agreement Update							
	B. Policy Committee	Committee Chair Barry Malphrus						
	Committee Updates							
10.	<u>Old Business</u> :							
	<ul><li>A. Quarterly Incident Report</li><li>B. Update on EdMetric, LLC &amp; Sage Squirrel Cor</li><li>C. Procurement Update</li></ul>	Ms. Ann Dalton nsulting, LLC Harley Davis, PhD Ms. Valerie Duncan						
11.	<u>New Business</u> :							
	Financial Update	Mr. Quincy Swygert						
12.	Director's Update	Ms. Constance Holloway						
13.	Next Regular Meeting – March 16, 2023							

14. Adjournment

### SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

### <u>SPECIAL CALLED COMMISSION – STRATEGIC PLANNING</u> <u>MEETING MINUTES</u>

January 20, 2023

The South Carolina Commission on Disabilities and Special Needs met on Friday, January 20, 2023, at 10:00 a.m., at the Department for Disabilities and Special Needs, 3440 Harden Street Extension, Columbia, South Carolina.

The following were in attendance:

<u>COMMISSION</u> <u>Present In-Person</u> Stephanie Rawlinson – Chairman Barry Malphrus – Vice Chairman Robin Blackwood – Secretary Gary Kocher, MD Eddie Miller David Thomas Michelle Woodhead

### **DDSN Administrative Staff**

Constance Holloway, Interim State Director/General Counsel; Lori Manos, Associate State Director of Policy; Janet Priest, Associate State Director of Operations; Harley Davis, Chief Administrative Officer; Greg Meetze, Chief Information Office; Elizabeth Lemmond, Human Resources Director; Courtney Crosby, Director of Internal Audit; Quincy Swygert (via Teams), Chief Financial Officer; Preston Southern, Information Technology Division; and Christie Linguard, Executive Assistant.

### **Call to Order and Notice of Meeting Statement**

Chairman Rawlinson 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.

### <u>Welcome</u>

Chairman Rawlinson welcomed everyone to the meeting and thanked Sage Squirrel, LLC for this opportunity.

January 20, 2023 DDSN Special Called Commission Meeting - Strategic Planning Minutes Page 2 of 2

### Adoption of the Agenda

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

### <u>Invocation</u>

Commissioner Miller gave the invocation.

### Sage Squirrel Consulting, LLC Workgroup Meeting

Presenters, Erika Robbins and Jenny Turner began by outlining their agenda for today's Workshop. Everyone introduced themselves by giving their name, what they do and what they consider a 'good life' to be for them. The primary objective of this Workshop is to establish a vison for the Agency to frame the strategic plan. Activities planned for this morning are centered around establishing a shared vision of good lives – and the potential needed supports to achieve that good life – for people and families as the ultimate driver of DDSN services; and identifying a common vision for the role the Agency plays in supporting good lives for people and families to drive governance and programmatic priorities. (Attachment B)

### <u>Adjournment</u>

On a motion by Commissioner Thomas, seconded by Commissioner Malphrus and unanimously approved by the Commission, the meeting was adjourned at 12:34 p.m.

Submitted by:

Approved by:

Christie D. Linguard Executive Assistant Commissioner Robin Blackwood Secretary

### SOUTH CAROLINA COMMISSION ON DISABILITIES AND SPECIAL NEEDS

### MINUTES

January 19, 2023

The South Carolina Commission on Disabilities and Special Needs met on Thursday, January 19, 2023, 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:

<u>COMMISSION</u> <u>Present In-Person</u> Stephanie Rawlinson – Chairman Barry Malphrus – Vice Chairman Robin Blackwood – Secretary Gary Kocher, MD Eddie Miller David Thomas Michelle Woodhead

### **DDSN Administrative Staff**

Constance Holloway, Interim State Director/General Counsel; Harley Davis, Ph.D., Chief Administrative Officer; Lori Manos, Associate State Director of Policy; Janet Priest, Associate State Director of Operations; Courtney Crosby, Director of Internal Audit; Greg Meetze, Chief Information Officer; Ann Dalton, Quality Management Director; Stephanie Turner, Autism Program Manager; Carolyn Benzon, Attorney; Sam McKenzie, Law Clerk; PJ Perea, Public Information Director; Melissa Ritter, Head and Spinal Cord Injury Director; Valerie Duncan, Procurement Director; Preston Southern, Information Technology Division; and Christie Linguard, Executive Assistant.

### Notice of Meeting Statement

Chairman Rawlinson 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.

### <u>Welcome</u>

Chairman Rawlinson welcomed everyone to the meeting this morning. She acknowledged the guests in the audience.

### Adoption of the Agenda

Commissioner Malphrus made a motion to approve the agenda as presented; seconded by Commissioner Blackwood and unanimously approved by the Commission. (Attachment A)

### **Invocation**

Commissioner Woodhead gave the invocation.

### **Approval of Commission Meeting Minutes**

Commissioner Thomas made a motion to approve both the Emergency Commission Meeting on January 4, 2023, and the regularly scheduled Commission Meeting minutes from November 17, 2022; this motion was seconded by Commissioner Malphrus and unanimously approved by the Commission. (Attachment B)

### Commissioners' Update

Commissioner Blackwood attended the Greenwood Genetics Board Meeting, which was held on December 14, 2022. She thanked the members for inviting her. She then thanked Dr. Michelle Fry for her commitment to the Agency. She went on to say that she has tremendous respect and admiration for her [Dr. Fry's] strong leadership, passion and dedication to this Agency. Commissioner Blackwood also thanked Constance Holloway for agreeing to serve as Interim State Director. She is confident that the agency is in good hands and promises that the Commission will work hard to find another state director to continue the important changes that Dr. Fry and her executive team were working on. Lastly, Commissioner Blackwood recognized her son's personal care aide, Ms. Susan Teague, who died unexpectedly in November. This is a devastating loss to all who knew her.

Commissioner Woodhead noted that she and her family visited and toured the National Ability Center in Park City, Utah. It was a great facility.

Commissioner Malphrus noted that he received a Christmas card from someone who retrofitted his home to make it more accessible.

Chairman Rawlinson acknowledged that she is one-month post-surgery and is feeling better each day. She thanked everyone for their thoughts and prayers. Secondly, she attended Governor McMaster's Inaugural Ball last Wednesday where she was able to speak to several legislators about the Agency. And lastly, Chairman Rawlinson reminded the public that Commissioners cannot change January 19, 2023 DDSN Commission Meeting Minutes Page 3 of 7

rules or override policy. Typically, when Commissioners cannot assist a caller, they have to refer the caller to staff for answers and/or resolutions.

Commissioner Thomas spoke briefly about the bill introduced by Governor McMaster recently for \$5 million. He also noted that the Legislative Audit Council's report on the Agency should be coming out soon.

### <u>Public Input</u>

There was no public input.

### Silver Palmetto Award

Mr. Perea stated that there were no nominations for this award. There have been previous years where no one was nominated. Since November and December are not ideal times of the year to request award submissions, due to holidays and vacations, Mr. Perea would like to start the nominating process a little earlier this year and work harder to spread the word. Commission members wanted to know if they could nominate cities/municipalities. Commissioner Blackwood asked if Mr. Perea can secure a spot on the agenda for the Municipalities meeting in February to discuss the Silver Palmetto Award. Commissioner Malphrus noted that the parent groups at the Regional Centers may be a good source for nominations.

### **Commission Committee Business**

A. Finance and Audit Committee

The Finance and Audit Committee did not meet this month; however, there are two items presented today for approval:

Financial Approval and Threshold Report – Armed Security Services for DDSN Central Office and Unarmed Security Services for DDSN Pee Dee Regional Center. Both solicitations have a total potential value of \$100,000 per year - \$500,000 for a 5-year term. This would be a one (1) year contract with four (4) one (1) year renewals. Commissioner Blackwood made a motion to approve both solicitations, seconded by Commission Kocher. Discussion was held regarding obtaining a solicitation to include a metal detector and a solicitation without a metal detector. Commission Thomas then made a motion to amend the motion on the floor to include obtaining quotes with and without metal detectors; this motion to amend was seconded by Commission Miller and unanimously approved. (Attachment C)

B. Policy Committee

Commissioner Malphrus noted that the Committee did not meet in January; however, there below are policies that were out for public comment that need approval:

<u>367-08-DD: Central Office Telephone Call Coverage Backup Policy</u> – Coming out of Committee as a motion and a second, the Commission unanimously approved to make this policy obsolete. (Attachment D)

<u>367-11-DD: Telephone Policy</u> – Coming out of committee as a motion and a second, the Commission unanimously approved this policy as presented. (Attachment E)

<u>367-20-DD: Portable Computing Devices</u> - Coming out of committee as a motion and a second, the Commission unanimously approved this policy as presented. (Attachment F)

<u>104-01-DD</u>: Certification and Licensure of DDSN Residential and Day <u>Facilities</u> – Coming out of committee as a motion and a second, the Commission unanimously approved this policy as presented. (Attachment G)

<u>100-28-DD: Quality Management</u> - Commissioner Malphrus noted there were several comments made but most were grammatical in nature. Therefore, he has made a motion to approve this policy with the changes made as presented; the motion was seconded by Commissioner Thomas and unanimously approved. (Attachment H)

The Policy Committee will meet on the 2<sup>nd</sup> Tuesday in February.

Chairman Rawlinson stated that she will put the Personnel Committee back in action. If any Commissioner would like to chair this Committee, please contact her.

### Old Business

A. Outreach Update

Mr. Perea discussed the social media outlets used to date and the number of impressions received by each source. He has been working to increase the value of the Agency's partnerships by reporting what is happening here at the Agency and sharing what is happening with our partners. He noted that if traditional news does not pick up on our articles, Mr. Perea will then submit to Newsbreak, which generally receives a lot of impressions/tractions. The Agency is hiring a Videographer and will work with Mr. Perea to develop the video aspect of social media.

The Agency will be working with the SC Philharmonic on their familyfriendly sensory concert on February 19, 2023 at The Koger Center. The SC Assistive Technology Conference will be held on March 7<sup>th</sup> at the Columbia Metropolitan Convention Center. DDSN is a regular partner with the SC State Museum every 2<sup>nd</sup> Saturday of the month for "Accessibility Morning".

Commission members requested that Mr. Perea promote the Technology Summit sponsored by the SC Human Service Providers and hosted by The Charles Lea Center on January 25, 2023.

### <u>New Business</u>

A. Financial Update

Dr. Davis presented the FY23 Spending Plan vs Actual as of December 31, 2022. To date, the Agency has expended \$475M, 50.59% of our approved spending plan of \$939.1M. We are currently .59% over budget. Commissioner Blackwood made a motion to approve the Spending Plan, seconded by Commissioner Miller and unanimously approved by the Commission. (Attachment I)

### B. Family Training and Support

Dr. Davis noted that the Agency's staff has been reviewing services provided in other states for those who have autism spectrum disorder (ASD). As a result of these findings, staff has developed a new service, Family Training and Support. The goals of this new service are to reduce the need for emergency/crisis services and to provide a more flexible service option for families and guardians to best meet their needs. The Agency is asking the Commission to approve state funding to support piloting this new service to evaluate and refine service delivery with select providers. Commissioner Thomas made a motion to approve the Family Training and Support pilot, which was seconded by Commissioner Miller. Commissioner Thomas noted that perhaps the Agency can partner with universities and colleges to provide a certificate program around the work being done through this pilot. The Commission unanimously approved this pilot program. (Attachment J)

### C. Head and Spinal Cord Injury (HASCI) Drop-In Centers

Head and Spinal Cord Injury (HASCI) Drop-In Centers were developed across the state (Charleston, Columbia, Horry, Greenville) to provide people with brain or spinal cord injury (particularly brain injury) a place to go several hours each week, on a regular or occasional basis, with some limited onsite assistance, supervision and instruction.

Staff recommendation is to continue funding the four (4) HASCI Drop-in Centers at their current rates (\$28,000 per quarter, per center) through the end of the 2023 Fiscal Year. This will allow time for development of the provider qualification process and provider onboarding for the independent living skills service. Commissioner Thomas made a motion to approve the continued funding of the HASCI Drop-in Centers for one (1) year, seconded by Commissioner Woodhead and unanimously approved by the Commission. Ms. Manos noted that she will report on the progress of these Drop-in Centers in six (6) months.

D. Board Certified Behavioral Analyst (BCBA) Program

Ms. Turner explained that DDSN plans to enroll regional center staff members in an online Verified Course Sequence offered through Clemson University's Center for Behavior Analysis. The coursework will start in March 2023 and should last approximately two (2) years, and will satisfy the Behavior Analyst Certification Board's requirements for a Board-Certified Behavior Analyst (BCBA). Supervised fieldwork will be provided by DDSN's Autism Program Manager at each of the regional facilities.

### **Executive Session**

At 11:32 AM, on a motion by Commissioner Thomas, seconded by Commissioner Woodhead, the commission entered into executive session.

### Enter into Public Session

Upon rising out of executive session at 2:01 PM, Chairman Rawlinson announced that no decisions made or votes taken.

Commissioner Thomas reminded all Commissioners that the Strategic Planning meeting will take place tomorrow morning at 10:00 AM.

Chairman Rawlinson stated that the Commission will meet in Columbia next month. They have decided to hold off on traveling to other parts of the state. If there is a request to travel in the future, the Commission will review and consider the request at that time. January 19, 2023 DDSN Commission Meeting Minutes Page 7 of 7

### Next Regular Meeting

February 16, 2023 at 10:00 AM

### <u>Adjournment</u>

On a motion by Commissioner Miller, seconded by Commissioner Woodhead and unanimously approved by the commission, the meeting was adjourned at 2:02 P.M.

Submitted by:

Approved by:

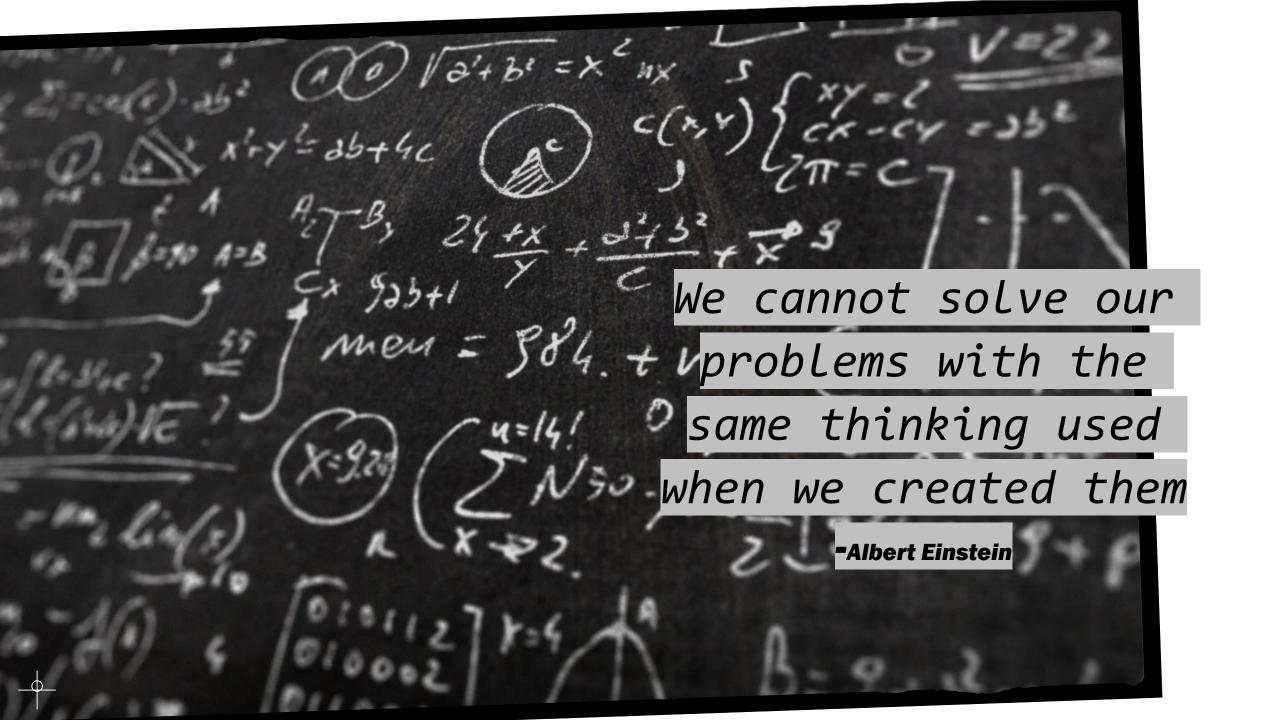
Christie D. Linguard Executive Assistant Commissioner Robin Blackwood Secretary

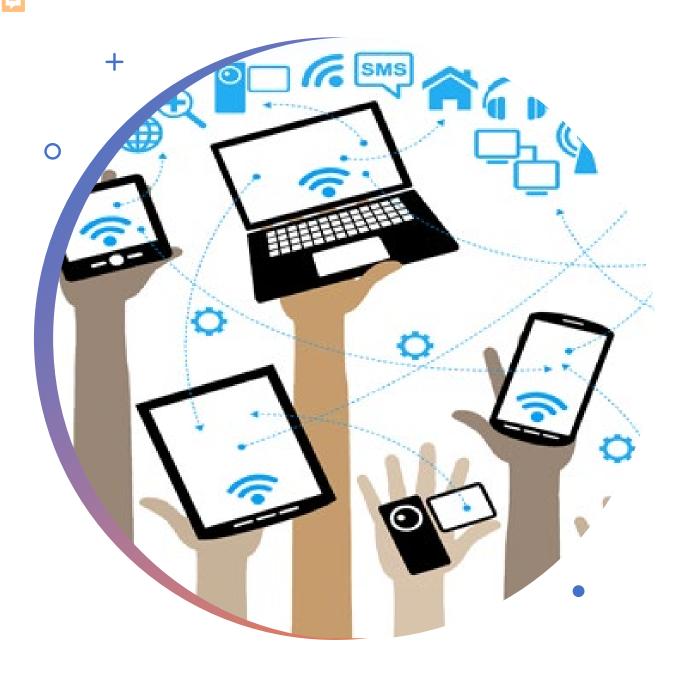
### The Future Is Now

# Enabling Technology

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**P**.





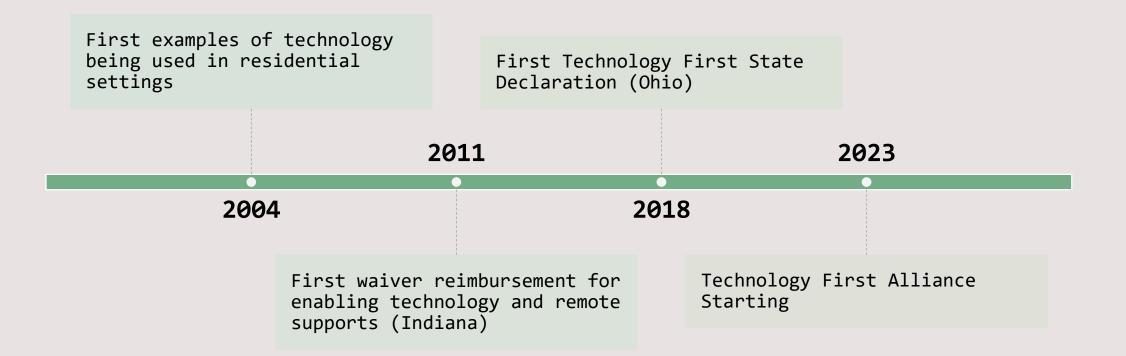
## What is Technology First

It is an approach that encourages the inclusion of technology as a natural support for people with disabilities desiring to live and work in their communities.



Technology first is a "framework for systems change where technology is considered first in the discussion of support options available to individuals and families through person-centered approaches to promote meaningful participation social inclusion, self determination and quality of life ( Shea Tanis, 2019)

## **Timeline for Technology First**



Technology First States

or States

Reimbursing

<mark>for Technology</mark>

**2011** – Indiana (1 State)

2015 – Montana, Minnesota, Wisconsin, Missouri, Illinois, Ohio, Indiana, Kansas West Virginia (9 States)

2022 – Montana, Minnesota, Wisconsin, Missouri, Illinois, Ohio, Indiana, Kansas,

West Virginia, Oregon, Alaska, New Mexico, Oklahoma, Arkansas, Tennessee,

North Carolina, Iowa, South Dakota, Nebraska, Kansas, Maine, Massachusetts,

Pennsylvania, Connecticut, Alabama, Washington DC, Delaware, Virginia (28 States)



# So Why Technology First

Cost Effective Promotes Natural Supports It helps build capacity Empowers Independence Less intrusive Natural Supports More Effective use of Staff Time Addresses workforce crisis

# Strategic

Focus Areas

That Need

# Consideration

Legislation Supporting Technology First Initiative

Changes to service Definitions

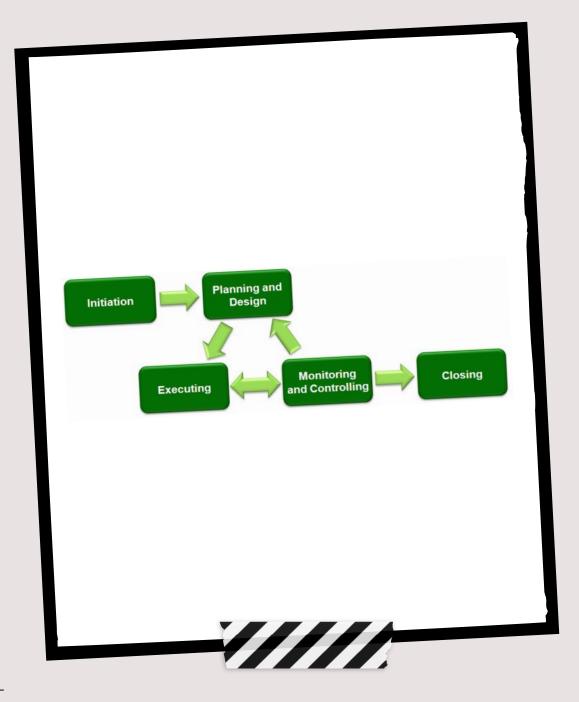
Changes in regulations and standards

Reimbursement systems need to be established

There needs to be incentives built into rates for providers

Education & Training needs to be an integral part of the transition process

Work With CMS to initiate changes to Waiver Plan



## Some Recommendations

- Establish a Project Workgroup that represents key stakeholder groups
  - + DHHs
  - + DDSN
  - + Providers
  - + Advocacy Groups
- Begin to educate legislators
- Develop realistic goals
- Consult with other States who have gone through the process, i.e., Tennessee, Ohio, etc.

The Tech First Movement is the Deinstitutionalization Movement of our Generation

-Dustin Wright

### Attachment D

DDSN FY23 Contractual Agreements												
Type of Contract	Provider Name	Contract #	Current FY23	YTD Expenditures	% of	Description						
	Provider Name	Contract #	Contract Amount	(Jul 22 - Jan 23)	Contract Spent	Description						
Administrative Contracts												
Central Office	Department Of Administration - State Fleet	N/A	\$ 35,081			State Fleet Costs						
Central Office	Department Of Administration - DIT	N/A	\$ 692,960			State Information Technology Services						
Central Office	Department of Mental Health	N/A	\$ 23,592		69%	Security Services						
Central Office	Edmetric LLC	N/A	\$ 162,000		0%	Strategic Plan Consulting						
Central Office	Page Power Systems	N/A	\$ 383,446			Generator Contractor						
Central Office	Sage Squirell Consulting LLC	N/A	\$ 265,357			Strategic Plan Consulting						
Central Office	Charles Lea Fiscal Agent	N/A	\$ 675,000			Fiscal Management Services - Self Directed						
Central Office	Greenway Health	N/A	\$ 100,072			Medical Manager Medicaid Billing System						
Central Office	Chris Legourd	N/A	\$ 40,000			Cost Report Consultant (Contract valid until 12/2022) \$40,000 max						
Central Office	The Tallon Group Inc	N/A	\$ 80,000		63%	Legislative Consultant \$80,000						
Central Office	Therap	N/A	\$ 1,194,962		49%	EHR system						
			\$ 2,977,470	\$ 1,399,161	47%	Total Administrative Contracts Showed at Maximum level						
Consultant Agreements												
Central Office	Dr. Jane M. Charles	N/A	\$ -	\$ 2,981	0%	Interdisciplinary Technical Advisory Committee (ITAC) \$225.00/hour						
Central Office	Erik Drasgow	N/A	\$ 28,800		9%	Interdisciplinary Technical Advisory Committee (ITAC) \$150.00/hour						
Central Office	Gedeon & Associates, LLC (Kathi Lacy)	N/A	\$ 28,800	\$ 8,825	31%	Interdisciplinary Technical Advisory Committee (ITAC) \$150.00/hour						
Central Office	Palmetto Psychiatry Consultants, LLC	N/A	\$ 249,000	\$ 57,788	23%	Psychiatric Services \$255/hour (\$249,000 max)						
Coastal	Charleston ENT Associates, LLC	N/A	\$ 5,000		0%	Audiological Services \$75/consumer (\$5,000 max for clinic)						
Coastal	Coastal Medical Services	N/A	\$ 2,000	\$ -	0%	Podiatry Clinic Services - \$50/person not covered by insurance (\$2,000 max)						
Coastal	MUSC (Dr. McLeod Frampton Gwynette)	N/A				Psychiatric Services - \$1,150/clinic (no more than 4 clinics/month, 10 per clinic &						
Coastai	WOSE (Dr. McLeou Frampion Gwynette)	11/24	\$ 55,200	\$ 192	0%	hours duration) (\$55,200 max)						
Coastal/Piedmont	Robert P. Turner dba Network Neurology Health, LLC	N/A	\$ 93,000	\$ 54,250	58%	Neurology Services - \$4,000/clinic every month (\$48,000 max)						
Midlands	Altman Footcare, P.A.	N/A	\$ 8,400			Podiatry Clinic Services - \$700/clinic (\$8,400 max)						
Midlands	Delores Yvonne N. Means (Audiology Service)	N/A	\$ 5,000	\$ 2,000		Audiological Services - \$1,000/visit (\$5,000 max)						
Midlands	John K. Baker, MD, LLC	N/A	\$ 9,000		0%	Neurology Services - \$750/clinic (\$9,000 max)						
Midlands	Mark Ayers, MD	N/A	\$ 78,000	\$ 73,645	94%	Physician Services - \$100/hour (\$78,000 max)						
Midlands	Thomas W. Talbert, Jr. DMD	N/A	\$ 10,000	\$ 9,820	98%	Dental Services - \$100/hour (\$10,000 max)						
Midlands	Trident Care (MobileX)	N/A				Radiology and EKG Services - \$75/service per staff or consumer without insurance						
Withfallds	Indent Care (Wobliex)	11/24	\$ 500	\$ -	0%	(\$500 max)						
Pee Dee/Saleeby	Hutto Rehab Services, LLC	N/A	\$ 84,000		49%	Speech Pathology Service \$70/hour / \$3,500/month max (\$84,000 max)						
Pee Dee/Saleeby	Lowe's Rehabilitation Services, LLC	N/A	\$ 29,400	\$ -	0%	Occupational Therapy Services - \$70/hour / \$1,050/month max (\$29,400 max)						
Pee Dee	Morphis Pediatric Group	N/A				Proactive Service Provision / Comprehensive Medical Care - \$9,740/month						
	Molphis Fediatic Group		\$ 116,880		50%	(\$116,880 annual max)						
Pee Dee/Saleeby	R. Joseph Healy, MD PA	N/A	\$ 36,000	\$ 21,000	58%	Neurology Services - \$1,500/clinic (\$18,000 max)						
Pee Dee	Trident Care (MobileX)	N/A				Radiology and EKG Services - \$75/service per staff or consumer without insurance						
Tee bee	Indent Care (Woonex)		\$ 500	\$ -	0%	(\$500 max)						
Piedmont	Foot Clinic of South Carolina	N/A	\$ 3,700	\$ 925	25%	Foot Care Clinics - \$925/quarterly clinic (\$3,700 max)						
Piedmont	NHC/OP K.P. dba NHC Rehabilitation	N/A				Speech Pathology Services - \$65/on site; \$26/ 1/2 hour travel; \$0.47/mile (\$100,00						
Tiedinonit	NIC/OF K.F. usa NIC Kenabilitation	11/24	\$ 100,000	\$ 49,372	49%	max)						
Piedmont	Pastor Larenzo Whitfield	N/A				Clergy services - \$500/service day (not to exceed 26 days; \$13,000 max). Contract						
		1N/ A	\$ 13,000	\$ 4,000	31%	effective 9/18/22 - 6/30/23.						
Piedmont	Theretage Dahah Services, Inc.	N/A				Physical Therapy Evaluation and Treatment - \$70/PT per hour; \$50/PTA per hour						
Fleathont	Theratage Rehab Services, Inc.	IN/A	\$ 142,500	\$ 69,160	49%	(\$142,500 max)						
Diadaraat	Trident Com (MahilaX)	NT/A				Radiology and EKG Services - \$75/service per staff or consumer without insurance						
Piedmont	Trident Care (MobileX)	N/A	\$ 500	\$ -	0%	(\$500 max)						
Piedmont	William A. Burn, III, DMD, MAGD	N/A	\$ 20,000	\$ 12,863	64%	Dental Services - \$150/hour (\$20,000 max)						
Piedmont	William S. Owens, MD (Palmetto Bone and Joint)	N/A	\$ 6,000		25%	Orthopedic Consultation Services - \$500/clinic (\$6,000 max)						
			\$ 1,125,180	\$ 474,932	42%	Total Consultants Contracts Showed at Maximum level						

DDSN FY23 Contractual Agreements											
True of Contract	Durani dan Nama		Current FY23	YTD Expenditures	% of	Description					
Type of Contract	Provider Name	Contract #	Contract Amount	(Jul 22 - Jan 23)	Contract Spent						
ly Intervention	Epworth Early Intervention Center	202321-3808	\$ 96,100	\$ 41,242	43%	Early Intervention Services					
	Charleston	202321-10	\$ 12,400	\$ 73	1%						
	Lee	202321-29	\$ 21,700	\$ -	0%						
	Easter Seals Society of SC	202321-3804	\$ 737,800	\$ 365,904	50%						
	Colleton	202321-15	\$ 21,700	\$ 961	4%						
	Calhoun	202321-08	\$ 6,200	\$ -	0%						
	Laurens	202321-28		\$ 10,798	58%						
	Clarendon	202321-14	\$ 43,400	\$ 493 © 25	1%						
	Hampton	202321-23	\$ 24,800 \$ 102,300	\$ 25 \$ 67.529	0%						
	Oconee Berkeley	202321-33		+	66%						
		202321-07	\$ 71,300 \$ 62,000	\$ 6,019 \$ 11.951	8%						
	Chesco Anderson	202321-13 202321-03	\$ 62,000 \$ 142,600	\$ 11,951 \$ 24,034	19% 17%						
	Chester/Lancaster	202321-03	\$ 142,600 \$ 31,000		44%						
		202321-43	\$ 93,000	\$ 15,561 \$ 38,162	44%						
	Horry Richland-Lexington	202321-24	\$ 95,000 \$ 158,100								
	Union	202321-36	\$ 158,100 \$ 31,000	\$ 98,655 \$ 15,407	62% 50%						
	Darlington	202321-38	\$ 31,000	\$ 15,407 \$ 48,909	99%						
	Williamsburg	202321-16	\$ 49,600 \$ 18,600	\$ 48,909 \$ 464	2%						
	Marion-Dillon	202321-39	\$ 65,100	\$ 40,625	62%						
	Dorchester	202321-30	\$ 03,100 \$ 9,300	\$ 5,274	57%						
	Orangeburg	202321-17	\$ 9,300	\$ <u>5,274</u> \$ 12,104	30%						
	Aiken	202321-04	\$ 161,200		54%						
	Jasper	202321-01	\$ 9,300	\$ 1,652	18%						
	Allendale-Barnwell	202321-23	\$ 62,000	\$ 31,430	51%						
	Kershaw	202321-02	\$ 9,300	\$ -	0%						
	Newberry	202321-46	\$ 21,700	\$ 6,583	30%						
	Cherokee	202321-11	\$ 43,400	\$ 5,366	12%						
	Kids First, LLC	202321-3805	\$ 15,500	\$ 5,688	37%						
	Bright Start	202321-3802	\$ 1,140,800	\$ 563,470	49%						
	Therapy Solutions, LLC	202321-3806	\$ 62,000	\$ 11.083	18%						
	Ahead Start	202321-3801	. ,	\$ 406,537	71%						
	Kid in Development	202321-3809	\$ 198,400	\$ 86,251	43%						
	Brilliant Beginnings, LLC	202321-3803	\$ 62,000		84%						
	Playworks, Inc.	202321-3807	\$ 248,000	\$ 121,722	49%						
	Beaufort	202321-06	\$ 148,800	\$ 37,125	25%						
	Pediatric Therapy of Aiken, LLC	203221-3814	\$ 71,300	\$ 47,780	67%						
	Aging with Flair, LLC	202321-3815	\$ 499,100	\$ 224,270	45%						
	Hands on Developmental Services, LLC	202321-3812	\$ 93,000	\$ 66,063	71%						
	Tina Greene & Associates	202321-3822	\$ 31,000	\$ 17,082	55%						
	Pattison's DREAM Academy	202321-3820	\$ 49,600	\$ 5,406	11%						
	I Shine, LLC	202321-3818		\$ 32,885	48%						
	Palmetto Early Intervention		\$ 201,500	\$ 145,424	72%						
	Promising Futures	202321-3836	\$ 161,200	\$ 62,863	39%						
	Tiny Feet Early Intervention	202321-3874	\$ 341,000	\$ 342,023	100%						
	Pee Dee Kids, LLC	202321-3850	\$ 31,000	\$ 15,947	51%						
	Coastal Early Intervention, LLC	202321-3844		\$ 29,484	53%						
	Path Finders Team Services		\$ 173,600		5%						
	About Play, LLC	202321-3854	\$ 1,497,300	\$ 1,013,454	68%						
	Amazing Kids, LLC	202321-3864	\$ 241,800	\$ 16,834	7%						
	Pee Dee Professional Interv	202321-3872			0%						
	Right Steps	202321-3883			0%						
	Beyond Early Intervention, LLC	202321-3852			63%						
	Carolina Early Intervention, LLC	202321-3868			44%						
	All About Children, LLC	202321-3858			56%						
	Lowcountry Early Intervention, LLC	202321-3891									
	Milestones Developmental Services, LLC	202321-3902			42%						
	Thrive Upstate	202321-22	· · · · · · · · · · · · · · · · · · ·		34%						
	Better Beginnings Early Intervention	202321-3866									
	Carolina Behavior & Beyond, LLC	202321-3828			52%						
	Play 2 Learn Early Intervention	202321-3886			71%						
	Smart Start Early Intervention, LLC	202321-3880	\$ 52,700	\$ 29,569	56%						

		DDSN F	Y23 Contrac	tual Agreem	ents	
True of Contract	Provider Name	Contract #	Current FY23	YTD Expenditures	% of	Description
Type of Contract			Contract Amount	(Jul 22 - Jan 23)	Contract Spent	Description
Early Intervention Cont.	Sumter	202321-37	\$ 89,900	\$ 24,284	27%	
	Above and Beyond of Upstate	202321-3878	\$ 62,000	\$ 56,326	91%	
	Room to Bloom, LLC Meeting Milestones EI Services	202321-3884	\$ 170,500 \$ 542,500	\$ 51,784 \$ 522,005	30%	
	Cornerstone Support Services, LLC	202321-3882 202321-3856	\$ 542,500 \$ 102,300	\$ 532,005 \$ 29,099	98% 28%	
	Engage in Play Early Intervention	202321-3855	\$ 102,300 \$ 21,700	\$ 29,099 \$ 23,098	106%	
	Great Kids and Awesome Adults	202321-3833	\$ 641,700	\$ 23,098 \$ 453,800	71%	
	Ready, Set, Go! Early Intervention, LLC	202321-3894	\$ 96,100	\$ 86,322	90%	
	Student Solutions	202321-3849	· /	\$ 85,983	77%	
	Achieving at Play, LLC	202321-3851	\$ 6,200	\$ 666	11%	
	Peek-A-Boo EI	202321-3899	\$ 24,800	\$ 12,547	51%	
	Beyond the Stars Early Intervention, LLC	202321-3898	\$ 43,400	\$ 28,054	65%	
	Bloom & Blossom, LLC	202321-3857	\$ 12,400	\$ 7,665	62%	
	MaxAbilities of York	202321-40	\$ 99,200	\$ 74,420	75%	
	ABC's of Learning, LLC	202321-3896	\$ 9,300	\$ -	0%	
	Awesome Kids Early Intervention Services	202321-3842	\$ 6,200	\$ -	0%	
	Exceptional Kids, LLC	202321-3900	\$ 9,300	\$ -	0%	
	Family Ties of SC, LLC	202321-3901	\$ 6,200	\$ -	0%	
			,			Total Early Intervention (Note: The amount of each contract was based on a rate
			\$ 12,148,900	\$ 6,719,401	55%	of \$3,100 multiplied by the number of consumers)
Child Day	Anderson	202324-03	\$ 192,016	\$ 124,151	65%	Child Day Care Services
•	Charleston	202324-10	\$ 125,578	\$ 22,965	18%	Child Day Care Services
			\$ 317,594	\$ 147,116	46%	Total Child Day
ICF	Charleston	202301-10	\$ 966,608	\$ 446,405	46%	Intermediate Care Facilities for Individuals with Intellectual Disabilities
	Lee	202301-29	\$ 1,933,215	\$ 933,412	48%	
	Calhoun	202301-08	\$ 3,955,165	\$ 1,865,691	47%	
	Laurens	202301-28	\$ 1,933,215	\$ 756,402	39%	
	Burton Center	202301-18	\$ 6,090,706	\$ 2,843,378	47%	
	Tri-Development	202301-48	\$ 3,866,430	\$ 1,825,755	47%	
	Berkeley Citizens	202301-07	\$ 1,933,215	\$ 897,647	46%	
	Chester/Lancaster	202301-45	\$ 1,958,215		46%	
	Union	202301-38	\$ 966,608	\$ 463,572	48%	
	Darlington	202301-16	\$ 2,090,994	\$ 996,059	48%	
	Dorchester	202301-17	\$ 1,933,215	\$ 857,046	44%	
	Orangeburg	202301-34	1	\$ 1,881,001	49%	
	Florence	202301-20	\$ 4,833,038		45%	
	Allendale	202301-02	,,.	\$ 1,330,233	46%	
	Newberry	202301-46	\$ 1,208,260		50%	
	Cherokee	202301-11	\$ 1,971,174		47%	
	Babcock Center	202301-04	\$ 4,865,802	\$ 2,811,610	58%	
	Thrive Upstate	202301-22 202301-37	\$ 5,799,646 \$ 3,141,475		46% 48%	
	Sumter	202501-57	÷ •,• •,•			
		202220 10	\$ 56,213,234	. , ,	47%	Total ICF
Family Support Respite	Charleston Calhoun	202329-10	\$ 70,488 \$ 2,838	\$ 41,118 \$ 1,656	58% 58%	
	Laurens	202329-08 202329-28	\$ 2,838 \$ 27,918	\$ 1,656 \$ 16,286	58% 58%	
	Clarendon	202329-28	\$ 27,918 \$ 7,458		58%	
	Oconee	202329-14	\$ 12,804	\$ 7,469	58%	
	CHESCO Services	202329-33	\$ 12,804 \$ 15,972	\$ 9,317	58%	
	Anderson	202329-03		\$ 29,342	59%	
	Chester/Lancaster	202329-03	,		58%	
	Horry	202329-24	\$ 49,368		69%	
	Richland-Lexington		\$ 124,796		54%	
	Georgetown		\$ 11,088		119%	
	Bamberg	202329-05	\$ 4,422		58%	
	Marlboro	202329-31	\$ 7,062		58%	
	Darlington	202329-16	\$ 19,998		58%	
	Marion-Dillon	202329-30	\$ 21,846		33%	
	Dorchester	202329-17		\$ 18,248	59%	
	Orangeburg	202329-34	\$ 39,600		58%	
	Aiken	202329-01	\$ 19,338		59%	
	Florence	202329-20	\$ 26,796		58%	

		DDSN FY	Y23 Contract	tual Agreem	ents	
	Provider Name		Current FY23	YTD Expenditures	% of	Development
Type of Contract	Provider Name	Contract #	Contract Amount	(Jul 22 - Jan 23)	Contract Spent	Description
Family Support Respite Cont	Allendale-Barnwell	202329-02	\$ 5,874	\$ 3,427	58%	
	Charles Lea	202329-09	\$ 36,828	\$ 24,706	67%	
	Kershaw	202329-26	\$ 12,408	\$ 7,238	58%	
	Newberry	202329-46	,	\$ 4,543	58%	
	Center for Developmental Services	202329-153	\$ 21,318	\$ 12,708	60%	
	Cherokee	202329-11		\$ 7,662	58%	
	SC Autism Society	202329-147		\$ 74,267	58%	
	Bright Start	202329-146	\$ 201,502 \$ 68,178		59%	
	Arc of South Carolina Beaufort	202329-148 202329-06	\$ 68,178 \$ 15,708	\$ 39,771 \$ 9,163	58% 58%	
	MaxAbilities of York	202329-00	\$ 21,000	\$ 9,103 \$ 12,250	58%	
	Sumter	202329-40	. ,	\$ 8,085	58%	
	Sumer	202329-37	\$ 1,105,214	\$ 650,689	<b>59%</b>	Total Family Support Respite
Special Contracts	Babcock	2023-09	\$ 1,105,214 \$ 56,000		100%	Facility Cost to Operate HASCI Transitional Program
Special Contracts	Babcock	2023-134	\$ 1,028,341	\$ 599,865	58%	Medical Model Residential
	Babcock	2023-134	\$ 1,028,341 \$ 1,700	\$ <u>1,700</u>	100%	Think First Midlands
	Brain Injury Association of South Carolina	2023-68	\$ 1,700 \$ 64,995	\$ 1,700 \$ 37,914	58%	Family Support Network
	Charles Lea	2023-133	\$ 1,564,249	\$ 912,479	58%	Medical Model Residential
	Charleston	2023-10	\$ 56,000	\$ 56,000	100%	Facility Cost to Operate HASCI Transitional Program
	Family Connection of South Carolina	2023-26	\$ 65,000		58%	Family Support Network
	Greenwood Genetic	2023-247	\$ 2,000,000		100%	GGC Prevention Outreach
	Greenwood Genetic	2023-247	\$ 4,000,000	\$ 2,300,000	58%	GGC Legislative
	Greenwood Genetic	2023-247	\$ 1,638,390	. , ,	71%	GGC Prevention Metabolic
	Greenwood Genetic	2023-247	\$ 4,306,810	\$ 4,061,444	94%	GGC Genetic Counseling
	Hearts & Hands	2023-500	\$ 5,000	\$ -	0%	Special community supports for C. C
	Horry	2023-124	\$ 56,000	\$ 56,000	100%	Facility Cost to Operate HASCI Transitional Program
	Palmetto Health University Group	2023-33	\$ 111,332	\$ -	0%	Physician Services (Dr. Welsh) (Inactive since 2019?)
	Prisma Health - Midlands	2023-174	\$ 1,700	\$ 1,700	100%	Think First Midlands
	Richland-Lexington	2023-170	\$ 12,000	\$ 12,000	100%	Special Residential Supports for ID/RD Consumer-T. Richardson
	Devereaux Advanced Behavioral Health		\$ 527,308	\$ 26,296	5%	Emergency Placement G.M
	SC Respite Coalition	2023-83	\$ 257,000	\$ 59,377	23%	Respite Training
	SC Spinal Cord Injury	2023-126	\$ 64,891	\$ 37,853	58%	Family Support Network
	SC Spinal Cord Injury	2023-175	\$ 1,700	\$ 1,700	100%	Think First Midlands
	Special Olympics	2023-29	\$ 250,000	\$ 250,000	100%	Unified Sports Program
	Thrive Upstate	2023-50	\$ 56,000	\$ 56,000	100%	Facility Cost to Operate HASCI Transitional Program
	USC - CDR	2023-3042	\$ 316,700	\$ 43,670	14%	Training Programs and Technical Assistance for Staff
	USC - Training Programs for Attendant Care	2023-3043	\$ 200,000	\$ 32,767	16%	Training Programs for Attendant Care
			\$ 16,641,116	\$ 11,797,291	71%	Total Special Contracts
Post-Acute Rehabilitation	Prisma Health - Upstate		\$ 1,700,000	\$ 466,042	27%	Providers are CARF accredited inpatient/outpatient TBI/SCI Rehabilitation
Project	Carolina Rehabilitation		\$ 165,000	\$ 106,070	64%	Programs approved by SFAA State Procurement Office to participate in RFP
rojeci	Rehab Without Walls		\$ 501,000	\$ 143,450	29%	Solicitation: 5400020743
	Roger C Peace Rehabilitation		\$ 201,000	• 10,00	2270	5010144011 5100020715
	Roper Hospital		\$ 1,700,000	\$ 322,215	19%	
	· · · · · · · · · · · · · · · · · · ·		\$ 4,066,000	\$ 1,037,777	26%	Total PARI Program
Alternative Placement	Avalonia		\$ 365,000		30%	Medical Rehabilitative Behavioral Services
Residential Services	Broadstep Kingstree		\$ 547,500	\$ 563,388	103%	Providers are approved by SFAA State Procurement Office to participate in RFP
	Broadstep Excalibur		\$ 990,724	\$ -	0%	Solicitation: 5400020443
	Broadstep Georgetown		\$ 141,146	\$ -	0%	
	Coastal Autism Academy/ SeaCoast OPCO LLC		\$ 564,582	\$ 222,546	39%	
	Wellpath/Correct Care of SC		\$ 3,380,009			
	Pine Grove OPCO/Youth		\$ 705,728		41%	
	Wise Care		\$ 70,573		50%	
	Department of Social Services	Cost Share	\$ 750,000		51%	
	Department of Mental Health	Cost Share	\$ 242,500		37%	
			\$ 7,757,762		46%	Total Alternative Placement Residential Services
					1	
			\$ 102,352,470	\$ 52,478,713	51%	Grand Total of FY23 Contracts

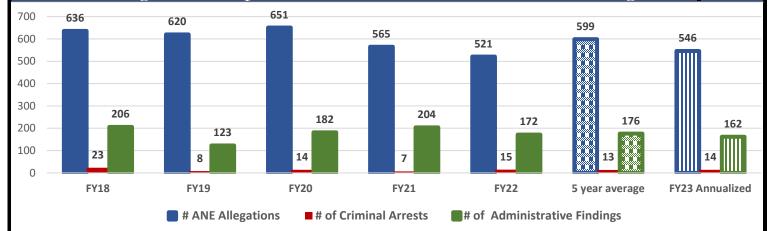
Attachment E

### SCDDSN Incident Management Report 5-year trend data

for Community-Based Services (Includes Residential & Day Service Settings) Thru 12/31/2022

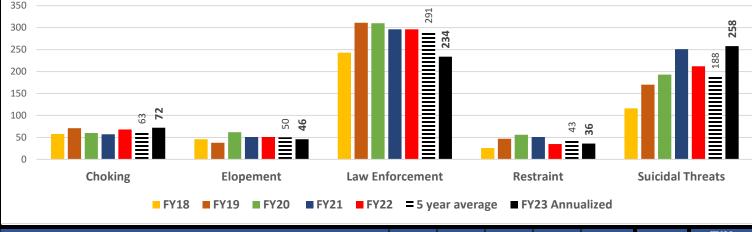
Allegations of Abuse, Neglect, Exploitation	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru Q1)
# of Individual ANE Allegations	636	620	651	565	543	599	596 (298)
# of ANE Incident Reports (One report may involve multiple allegations)	450	415	436	388	389	416	414 (207)
Rate per 100	11.9	9.6	11.8	10.9	9.3	10.7	10.7
# ANE Allegations resulting in Criminal Arrest	23	8	14	7	15	13	14 (7)
# ANE Allegations with Administrative Findings	206	123	182	204	172	177	162 (81)
from DSS or State Long-Term Care Ombudsman							





Critical Incident Reporting	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru Ql)
# Critical Incidents	1071	916	982	974	1245	1037	1146 (573)
Rate per 100	11.9	9.6	11.8	10.9	15.4	11.9	15.2
# Choking Events	58	71	65	57	68	64	72 (36)
# Law Enforcement Calls	243	311	310	296	296	291	234 (117)
# Suicidal Threats	116	170	193	251	212	188	258 (129)
# Emergency Restraints or Restraints w/ Injury	26	47	56	51	35	43	36 (18)





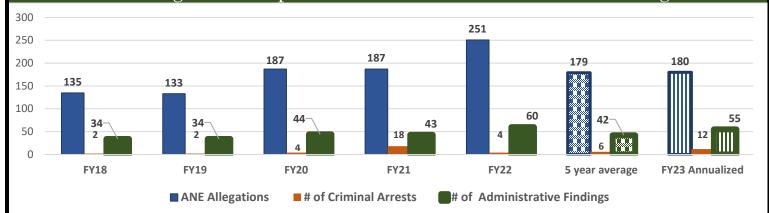
Death Reporting	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru Q1)
# of Deaths Reported- Community Settings	73	78	86	130	102	94	104 (52)
Rate per 100	1.6	1.6	1.9	2.8	2.2	2.0	2.2

Report Date: 2/10/2023

### SCDDSN Incident Management Report 5-year trend data for Regional Centers Thru 12/31/2022

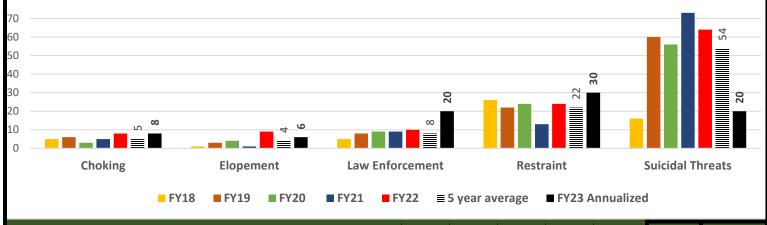
Allegations of Abuse, Neglect, & Exploitation	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru Q1)
# of Individual ANE Allegations	135	139	187	187	253	179	180 (90)
# of ANE Incident Reports (One report may involve multiple allegations)	97	102	136	138	167	128	146 (73)
Rate per 100	19.2	20.9	28.9	27.9	38.0	27.0	29.0
# ANE Allegations resulting in Criminal Arrest	2	2	5	19	4	6	12 (6)
# ANE Allegations with Administrative Findings	34	34	44	43	60	43	58 (29)
from DSS or State Long-Term Care Ombudsman							

ANE Allegations: Comparison to Arrest Data & Administrative Findings



Critical Incident Reporting	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru QI)
# Critical Incidents	144	132	135	124	160	139	134 (67)
Rate per 100	20.6	18.6	20.8	19.1	24.2	21.1	24.1
# Choking Events	5	6	3	5	8	5	8 (4)
# Law Enforcement Calls	5	8	9	9	10	8	20 (10)
# Suicidal Threats	16	60	56	73	64	54	20 (10)
# Emergency Restraints or Restraints w/ Injury	26	22	24	13	24	22	30 (15)
	1 5	_	. 1	~			

5 Year Critical Incident Trend Report- Regional Centers



Death Reporting	FY18	FY19	FY20	FY21	FY22	5 YEAR Average	FY23 Annualized (Thru QI)
# of Deaths Reported - Regional Centers	27	33	22	48	36	33	26 (13)
Rate per 100	3.8	4.6	3.4	7.0	5.4	4.8	4.0

### QM by the Numbers: SCDDSN Quality Management FY23 (July 1- December 31, 2022)



### Administrative Compliance & Individual Service Reviews

 39 Provider Reviews (1079 file reviews) Includes 450 children in Early Intervention About 10% of file reviews have been for HASCI services
 48 Follow-up Reviews (639 file reviews)
 8 2nd Follow-up Reviews 45 file reviews)

9 Providers have received Technical Assistance Follow-up from DDSN



### **Licensing Reviews**

11 Initial Inspections/New Locations548 Follow-up Reviews

Day Service Observation 5 On-site Visits 668 Annual On-site Inspection79 2nd Follow-up Reviews

Residential Observation 138 On-site Visits



### **Incident Management**

388 Allegations of Abuse, Neglect and Exploitation reviewed with 280 individual reports.
640 Critical Incident/ Adverse Operations Reports reviewed
65 Death Reports reviewed Mortality Review Process set to begin in late February

### **Complaint Resolution**

80 Calls/concerns received



### **Provider Compliance**

8 Providers receiving Notices of Material Deficiencies 5 Compliance Action Plans Approved

Post-Payment Claims Review Process in Development



### **External Review Coordination**

- 19 ICF/IID Licensing Applications-DHEC
- 22 CRCF Licensing Applications- DHEC
- 30 Team Advocacy Reviews- Disability Rights SC
- 0 Providers with Waiver Service Reviews- DHHS

### National Core Indicator (NCI) Surveys

The NCI data collection process resumed in late January 2023 for the next cycle

Attachment F



Johnson Controls, Inc. 430-J Roper Mountain Road Greenville, SC 29615

Date: 2/7/2023

South Carolina Department of Disabilities and Special Needs 3440 Harden Street Ext Columbia, SC 29203

### Project: SC Dept of Disabilities and Special Needs - Metal Detector

Scope of Work:

<u>Johnson Controls, Inc Quotation is for the equipment indicated below.</u> <u>Items cited on this quote are products and installation services on Johnson Controls NASPO</u> <u>ValuePoint Cooperative Agreement #3407. Please reference the Terms and Conditions within the</u> <u>Master Agreement and applicable State Participating Addendum where services are being rendered</u> <u>as those prevail.</u>

Johnson Controls, Inc (JCI) proposal includes the implementation of a single (standalone) Garrett Walkthrough Metal Detector at the main entry vestibule of the SC Dept of Disabilities and Special Needs Office.

Pricing includes the following:

One (1) GARRETT WALK-TRU METAL DET,GRAY 32.5" Two (2) SUPER SCANNER V HANDHELD DETECTORS LOT – INSTALLATION MATERIAL / CALIBRATION DEVICES

JCI will install the above mentioned metal detector at the left side of the entry vestibule. Customer will be responsible for providing applicable power (110V receptacle) on wall at location of the detector. Existing furniture will need to be reconfigured by the customer prior to installation.

JCI pricing includes installation of the above mentioned Walkthrough Metal Detector, applicable calibration and configuration, testing, shipping and customer training. Sales Tax Not Included and will be added to final invoice, if required.

### Total Price: \$9,864

### Notes to this proposal:

- Taxes are not included in this proposal. If Tax Exempt, please include certificate.
- Customer to provide required power at location of the Metal Detector.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. This proposal is valid until

3/7/2023

#### **Customer:**

### JOHNSON CONTROLS, INC.

Name:			
Title:			

Brian Shallenberger Sr. Account Executive

430-J Roper Mountain Road Greenville, SC 29615 Cell: 828-421-0921 Email: <u>brian.shallenberger@jci.com</u>

P.O. Number:

Standard Terms and Conditions - U.S.A. and Canada

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may by cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government

agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York<sup>TM</sup> air or water-cooled chillers and/or Metasys<sup>TM</sup> building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at https://www.johnsoncontrols.com/yearoneservice (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder ..

(9) PATENTS.Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9 or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of

modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at

https://www.johnsoncontrols.com/techterms(collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as Processor: Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa("DPA") shall apply. Seller as Controller: Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at https://www.johnsoncontrols.com/privacy. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain

level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.

#### (15) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJUERE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance

under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

## Garrett **PD 6500**i<sup>®</sup>

Enhanced Pinpoint Walk-Through Metal Detector



#### Tamper-proof

All settings are secured with a key lock and two levels of access codes. Further security is accomplished with a cabinet lock that prevents unauthorized access to physical cables, connectors and electronics.

### Easy assembly

The *PD 6500i*'s modular design allows for a quick and simple assembly of its four (4) sub assemblies using only eight (8) screws and three (3) internal cable connections.

### Digital Signal Processor (DSP) based technology

DSP provides greater sensitivity, noise immunity, discrimination, detection uniformity, and overall product reliability.

**Regulatory Information:** The *PD 6500i* meets U.S. and international regulatory requirements for electromagnetic safety. Extensive research has found no information that would indicate Garrett products have adverse effects on pregnancy, medical devices (such as pacemakers) or magnetic recording media. However, directives by physicians and medical device manufacturers regarding metal detectors should be followed. 1554400 REV O, January 2020 © 2020 Garrett Electronics, Inc.

### Garrett PD 6500*i*™

Enhanced Pinpoint Walk-Through Metal Detector

### Meets the world's highest test certifications

Garrett's *PD 6500i* is an industry leader with superior pinpoint technology and unmatched discrimination features. This detector has proven its effectiveness at moving high volumes of patrons through such events such as the Olympic Games, World Cup 2010 South Africa, and the Pan-American Games in Mexico. The *PD 6500i* has also been trusted to safeguard international airports, hotels, government buildings, and correctional facilities. With its advanced networking and ability to pinpoint targets in 33 detection zones, the *PD 6500i* is the walk-through of choice for security professionals worldwide.

	•							
Standard Programs	Over 20 application programs included							
Sensitivity	Up to 200 distinct sensitivity levels							
Optics	2 Infrared							
Zone Indications	33 independent zones							
Overhead Control Unit	All electronics—LCD, alarm light, LED bar graph, control touch pads— integrated to eliminate wire exposure.							
Tamper-Proof Settings	Three access levels of security clearance							
Self Diagnostic Program	Complete and automatic							
Calibration	Automatic and manual calibration							
Initialization Time	1 second							
Zone Sensitivity Boost	Adjustable in six areas							
Maximum Pass-Through Speed	15m/sec							
Battery Pack (optional)	10-hour (additional backup available upon request)							
Warranty	24 months, Limited Parts/Labor							
Passageway Interior Size	Width 30" (0.76 m) Height 80" (2.03 m) Depth 23" (0.58 m)							
Overall Exterior Size	Width 35" (0.90 m) Height 87" (2.21 m) Depth 23" (0.58 m)							
Shipping Size	Width 35.5" (0.90 m) Height 91.5" (2.32 m) Depth 6.25" (.16 m)							
Shipping Weight	165 lbs. (74 kg)							
Temperatures	Operating: -4° F (-20° C) to +149° F (65° C) Humidity to 95% non-condensing Storage: -40° F (-40° C) to 158° F (70° C)							
Power	Fully automatic 100 to 240 VAC, 50 or 60 Hertz, 45 watts; no rewiring, switching or adjustments needed.							
Regulatory Information	Meets international airport standards such as TSA, ECAC, STAC, AENA, CJIAC, DFT. Meets additional standards and requirements such as USMS, NIJ-0601.02, NILECJ. Meets Electrical Safety and Compatibility Requirements for CE, FCC, CSA, IEC, ICNIRP, IEEE.							
Weatherproofing	Meets IP 55, IP 65, IEC 529 Standard for moisture, foreign matter protection							
Construction	Attractive scratch and mar-resistant laminate. Detection Heads and Support: heavy duty aluminum. Immunity to electrical interference, ambient noise and mechanical vibrations.							
Control Outputs	Solid state switches (low voltage AC or DC) for operating external alarms and control devices.							
Remote Control (optional)	Desktop Remote Control with Zone Indication and/or via network with CMA Interface Module.							
Networking (optional)	Manage individual or groups of walkthroughs and perform statistical analysis of throughput.							
Alarm Indicators/ Random Alarm Feature	33 zones, volume-adjustable audible tone, bright LED visual and remote alarms. Random alarm feature: adjustable from 0 to 50 percent. Alarm proportional with the mass of the detected object. 90 db alarm at a 1m distance							



### PD 6500i™

Walk-Through Metal Detector

U.S.A. / International	Description		
1168414 / 1168424*	PD 6500i	30"	IP 55
1168418 / 1168425*	PD 6500i	30"	IP 65
1168416 / 1168426*	PD 6500i	$EZL^\dagger$	IP 55
1168432 / 1168427*	PD 6500i	32.5"**	IP 55

Other options available.

\* Supplied with Euro plug.

<sup>+</sup> EZL—Standard 30" clearance with zone lights on both the entry and exit sides, allowing the operator to view the alarmed object from any position.

\*\* 32" ADA-compliant passageway





**1.800.234.6151** (USA and Canada) **1.972.494.6151** 1881 W. State Street Garland, TX 75042 Email: security@garrett.com

Made in the USA



PD 6500i is an "Approved Product for Homeland Security" under the SAFETY Act.

distance.



# Garrett Super Scanner<sup>®</sup> V

### Ultimate sensitivity: Exceeds NIJ 0602.02 Standard -

- Detects medium sized pistol from 9" distance;
- large knife from 6" distance;
- box cutters from 5" distance;
- handcuff key from 4" distance;
- razor blades from 3" distance;
- a 22-caliber long rifle cartidge from 2" distance;
- foil-wrapped drugs and tiny jewelry from 1" distance

### World Renowned

The Garrett Super Scanner is the most recognized hand-held metal detector in the world. Originally designed for use at the 1984 Olympic Games, and continually updated to meet evolving metal detection needs.

### Large 8" (20.3 cm) scan surface – for quick, thorough scanning.

Sharp audible alarm and bright red LED indicates the detection of metal.

> Secure Internal -Sensitivity Adjustment

Weatherproof · rubber handle

#### All Metal Detection

Detects ferrous, non-ferrous and stainless steel weapons, contraband, and other metallic objects.

#### Self-calibrating

Digital microprocessor technology eliminates the need for periodic sensitivity adjustments.

#### - Momentary push button

helps temporarily eliminate detection of nearby ambient metal such as rebar, metal walls.

Selectable Vibrating alarm

### Rugged, high-impact ABS case

with reinforced coil compartment. Exceeds Mil-Std-810G (drop test) Method 516.6, procedure II.

Barett Quarter Made in ™ USA D Sourcertifie

Look for the mark of Garrett quality



Regulatory Information: Meets international security standards for airports, prisons, and special events and additional standards including ECAC and NIJ 0602.02. The *Super Scanner®* V meets U.S. and international regulatory requirements for electromagnetic safety. Extensive research has found no information that would indicate Garrett products have adverse effects on pregnancy, medical devices (such as pacemakers) or magnetic recording media. However, directives by physicians and medical device manufacturers regarding metal detectors should be followed. Page 1 of 2 1555400 REV G, October 2022 © 2022 Garrett Electronics, Inc.,EC-10490



### Super Scanner V

Hand-Held Metal Detector PN: 1165190

No tools required to change standard 9V battery (included). Optional rechargeable battery kit available.

Three-color LED indication	Green LED = ON Amber LED = LOW BATTERY Red LED = ALARM					
Operating Temperatures	-35° F (-37° C) to 158° F (70° C)					
Humidity	To 95% noncondensing					
Audio Frequency	2 kHz Warble					
Tuning	Automatic					
Width	3.25" (8.3 cm)					
Thickness	1.625" (4.1 cm)					
Length	16.5" (42 cm)					
Total Weight	17.6 oz (500 g)					
U.S. Trademarks	1,754,933 and 3,236,345					
Battery Requirements	one 9V (included)					
Warranty	2 Year, Limited Parts/Labor					
Regulatory Information	Meets international security standards					

for airports (including ECAC and STAC) and prisons NIJ-0602.02. Meets Health Canada RPB-SC-18 health standards, electrical safety and compatibility requirements, and exceeds MIL-STD-810G (drop test) Method 516.6, Procedure II.

 Compliant for Electrical Safety EN 61010. • Exceeds MTBF in excess of 100,000 hours.









### 1.800.234.6151 (USA and Canada) 1.972.494.6151

1881 W. State Street Garland, TX 75042

Email: security@garrett.com

Made in the USA



National Institute of Justice NIJ-0602.02 compliant





Super Scanner® Accessories (sold separately)

### Rechargeable Battery Kit 100-240V Part No. 1610200

ISO 9001 CERTIFIED

Allows recharging without removing the battery. Includes environmentally friendly Cadmium free Ni-MH battery and charger. Supplied with US/EURO/UK/AUS plug kit.

Earphone Part No. 1600100

Belt Holder

Leather Belt Loop Harness

Part No. 1600800

Part No. 1611600 Made of durable ballistic weave material. Can be worn on a belt or can



### Attachment G

FY 23 Spending Plan VS Actual Expenditures - 1/31/2023											
Category	s	Approved Spending Plan		Cash Expenditures YTD		DHHS Monthly "Wash" Expenditures with Revenue YTD *	" Total Monthly Expenditures YTD		Remaining Spending Plan		Spending Plan Deviation with Actual
DDSN spending plan budget	\$	939,135,153	\$	190,445,757	\$	367,706,097	\$	558,151,854	\$	380,983,299	
Percent of total spending plan remaining		100.00%		20.28%		39.15%		59.43%		40.57%	REASONABLE
% of FY Remaining		41.67%								REASONABLE	
Difference % - over (under) budgeted expenditures										1.10%	
Methodology & Report Owner: DDSN Budget Division											