

**RENEWAL NUMBER TWO
AND
AMENDMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
AND
«PROV»
FOR
FAMILY SUPPORT (NON-CAPITATED) SERVICES**

THIS RENEWAL/AMENDMENT is entered into as of the first day of July 2015 by and between the South Carolina Department of Disabilities and Special Needs, hereinafter referred to as “DDSN”, and «prov», hereafter referred to as the “Provider”.

DDSN and the Provider are mutually desirous of revising and amending the Contract entered into July 1, 2013 (as amended) as follows:

REVISION I

Article I, Contract Period and Renewal, is hereby amended to revise the termination date from June 30, 2015 to **June 30, 2016**.

REVISION II

Article III, Conditions for Reimbursement, Section C, Withholding and Reduction of Provider Payments, Sub-Section 1, is hereby amended as follows (changes are highlighted):

1. DDSN may withhold payments for failure to maintain the DDSN Consumer Data Support System (CDSS), Service Tracking System (STS), **Therap System**, and Waiver Tracking System (WVR) as indicated in Article IV, Section C of this Contract.

REVISION III

Article IV, Audits, Records and Financial Reporting, Section C, Accuracy of Data and Reports, Sub-Section 1, is hereby amended as follows (changes are high-lighted):

1. Maintenance of Current Data on the Consumer Data Support System, Service Tracking System and Waiver Tracking System. The Provider is obligated to maintain the DDSN Consumer Data Support System (CDSS), Service Tracking System (STS), Therap System, and Waiver Tracking System (WVR) up-to-date. Changes must be made according to DDSN policy. DDSN may withhold or recoup payments to the Provider should this requirement not be met.

REVISION IV

Appendix A, **Early Intervention, Section I**, Subsection A, Award Amount and Services Funded, is hereby amended to add the following paragraph in order to reflect the inclusion of the fiscal year 2015 - 2016 (July 1, 2015 through June 30, 2016) information:

Early Intervention Services Contract Number: 201621«no»

For 2015 - 2016, the Department of Disabilities and Special Needs (DDSN) agrees to pay \$«ei» to the Provider for Early Intervention Services to families with children with mental retardation and other developmental disabilities, autism, and those aged birth to thirty-six (36) months eligible through BabyNet. This funding is for the following full-time positions: «eipos» Early Interventionist(s), «htsuppos» Early Interventionist/Supervisor(s), and «suppos» Supervisor(s). **Included in the funds indicated above, \$«eisupdollar» is for Supervision. These funds are for Providers that do not have FTEs for Supervision or are not supervised by another entity.**

REVISION V

Appendix B, **Home and Community Based Head and Spinal Cord Injured Waiver Services**, Section I, Subsection A, Award Amount and Services Funded, is hereby amended to add the following paragraph in order to reflect the inclusion of the fiscal year 2015 - 2016 (July 1, 2015 through June 30, 2016) information:

**Home and Community Based Head and Spinal Cord Injured Waiver Services
Contract Number:** 201622«no»

For 2015 - 2016, the Department of Disabilities and Special Needs (DDSN) agrees to pay the Provider for family support services provided by the Provider which are funded through the Home and Community Based (HCB) Head and Spinal Cord Injured (HASCI) Waiver. DDSN also agrees to pay the state match for any HCB HASCI Waiver services billed directly to SCDHHS by Medicaid enrolled providers.

REVISION VI

Appendix E, Title, **“Individual Rehabilitation Supports”** is hereby amended to read **“HASCI Rehabilitation Supports.”**

REVISION VII

Appendix E, **HASCI Rehabilitation Supports**, Section I, Subsection A, Award Amount and Services Funded, is hereby amended to add the following paragraph in order to reflect the inclusion of the fiscal year 2015 - 2016 (July 1, 2015 through June 30, 2016) information:

HASCI Rehabilitation Supports Contract Number: 201627«no»

For 2015 - 2016, the Department of Disabilities and Special Needs (DDSN) agrees to pay the Provider for **HASCI Rehabilitation Supports** to persons with head and/or spinal cord injury. This funding is based on \$45.00 per unit of service for «hscslots» individual(s) (and a maximum of «irsunits» units of service). A unit of service is defined as a time period of at least one hour and up to three hours with a minimum of one hour of face-to-face contact with the service recipient. At no time will an individual receive more than 250 units of services during the state fiscal year (pro-rated for partial year periods). DDSN Regional Office approval will be required for payment of more than two units of services in one day for any one individual.

REVISION VIII

Appendix G, **Individual and Family Support Stipends and Respite - State Funded**, is hereby amended to reflect the inclusion of the fiscal year 2015 - 2016 (July 1, 2015 through June 30, 2016) and the following information:

**Individual and Family Supports Stipends and Respite
Contract Number:** 201629«no»

For 2015 - 2016, the Department of Disabilities and Special Needs (DDSN) agrees to pay up to \$«fs» to the Provider for Family Support Stipends and Respite to families with family members with mental retardation and/or related disabilities, autism, and/or head and/or spinal cord injured or similar disabilities.

REVISION IX

Appendix H, **Service Coordination (Case Management)**, is hereby amended in order to reflect the inclusion of the fiscal year 2015 - 2016 (July 1, 2015 through June 30, 2016) information:

Service Coordination (Case Management) Contract Number: 201630«no»

For 2015 - 2016, the Department of Disabilities and Special Needs (DDSN) agrees to pay the Provider for Service Coordination (Case Management) Services. Service Coordination (Case Management) is the coordination of services that will ensure that eligible consumers have access to a full array of needed community services. The Service Coordination Provider is responsible for identifying individual needs and resources coordinating services to meet those needs, and monitoring necessary and appropriate services. For consumers who are Medicaid eligible,

payment will be retrospective and will be based on reportable and billable units of service. Payment will be based on reimbursement rates established by SCDHHS. For those consumers who are not Medicaid eligible and are pre-certified by DDSN for service coordination, hereinafter called State Funded Case Management, DDSN will pay a prospective per consumer per month rate based on the established DDSN rates. The Provider will be paid for eligible consumers who have been pre-certified by DDSN as reflected in STS as of the 10th day prior to the end of the preceding month.

IN WITNESS WHEREOF, DDSN and the Provider, by their authorized agents, in consideration of the mutual promises, covenants, and stipulations exchanged between them, have executed this Amendment to be effective as of July 1, 2015.

**SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
(DDSN)**

BY: _____
Tom Waring
Associate State Director
Administration

Witness for DDSN

**«PROV»
(PROVIDER)**

BY: _____
«dir»
«title»
On behalf of «prov»

Witness for Provider

APPENDIX K

PROVISIONS RELATED TO DISPOSITION OF FACILITIES OWNED BY PROVIDER IF CONTRACT EXPIRES OR IS TERMINATED

This Appendix pertains to a Contract termination or expiration or elimination of a facility from the Contract where the Provider owns the facility or facilities wherein services under this Contract are provided. Should the Provider or Sponsoring Agency cancel this Contract or eliminate any facility(ies) where DDSN funds were utilized to support the costs for such facility(ies) (i.e. purchase, rent, utilities, maintenance, etc.) from the Contract for any reason, the following provisions shall govern the facility(ies):

- A. If the facility(ies) is(are) to be sold, the Provider shall offer to DDSN or another contracted provider selected by DDSN the right of first refusal to purchase the facility(ies) at a price determined by a qualified real estate appraiser unless paid for through a DDSN capital grant. If paid for through a DDSN capital grant, the price shall be determined by the amount of the Grant. If DDSN and/or the contracted provider decide not to purchase the facility(ies), the following provisions shall govern the facility(ies):
1. The Provider shall unconditionally offer to lease to DDSN, or a substitute provider selected by DDSN, all facilities used to provide services under this Contract.
 2. The lease rate shall be equal to the debt service and expense portion of the loan for the facilities or, if greater, at a rate equal to the fair market value of such facilities, with such value to be determined by an agreed upon appraisal process.
 3. DDSN shall have sole discretion as to the followings:
 - whether the lease shall be entered into and/or renewed;
 - whether a substitute provider shall be selected; and
 - whether the facility will continue to be used for DDSN funded services and, if so, what services shall be provided at the leased facilities.
 4. DDSN, at its sole discretion, shall have the right to assign these lease rights to a substitute provider selected by DDSN.
 5. In addition to the provisions listed above, the Provider shall be unconditionally required, on a first priority basis, to offer to sell the facilities used to any such substitute provider selected by DDSN or to DDSN in the event of cancellation of this Contract. The following conditions shall govern this provision:
 - a. DDSN shall choose whether the offer shall be to the substitute provider or to DDSN.
 - b. The sale price shall be the fair market value as determined by an agreed upon appraisal process.
 - c. DDSN will have sole discretion whether to continue services at the facility and whether to support purchase by a substitute provider or to purchase the facility itself.
 - d. The substitute provider, if it purchases the facility, or DDSN, if it purchases the facility, will assume the Provider's obligations.
- B. Where construction or purchase of the facilities was funded by U. S. Department of Housing and Urban Development (HUD) or Farmers Home Administration (FmHA) grants or loans, paragraph A is subject to approval by HUD or FmHA.