

**RENEWAL NUMBER SIX
AND
AMENDMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS
AND
«PROV»
FOR
PERSON-CENTERED SERVICES AND SUPPORTS
FUNDED THROUGH A CAPITATED MODEL**

THIS RENEWAL/AMENDMENT is entered into as of the first day of July 2019 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

Paragraph two is hereby amended as follows (changes are highlighted):

THIS CONTRACT provides funding for the following services: Day Supports to include, ~~Day Habilitation, Prevocational, Facility Based Rehabilitation,~~ Day Activity, Career Preparation, Employment Services, Community Services and Support Center Services ~~and Supported Employment~~; Residential Habilitation as provided in Community Residential Care Facility (CRCF), Community Training Home I (CTH I), Community Training Home II (CTH II), ~~Supervised Living Program I (SLP I),~~ and Supervised Living Programs ~~I~~ (SLP ~~I~~); Intermediate Care Facilities for the Intellectually Disabled (ICF/ID); Home and Community Based (HCB) Intellectual Disability or Related Disability (ID/RD) Waiver; and Home and Community Based (HCB) Community Supports (CS) Waiver.

REVISION II

Article I, **Contract Period and Renewal**, is hereby amended to revise the termination date from June 30, 2019 to **June 30, 2020**. This contract may be amended and renewed by joint agreement between DDSN and the Provider for subsequent fiscal year periods through June 30, 2020.

REVISION III

Article II, Administration of Person-Centered Services, Scope of Services and Provider’s Responsibilities, Sections K and L are hereby replaced as follows:

- K. Management of Consumers' Personal Funds and Property. The Provider shall administer the personal funds of each consumer receiving a residential service under this Contract in accordance with DDSN 200-12-DD, "Management of Funds for Individuals Participating in Community Residential Programs." The Provider shall also safeguard and account for all personal property in the possession of any consumer receiving a residential service pursuant to this Contract in accordance with DDSN 604-01-DD, "Individual Clothing and Personal Property." Residential fees for services will be charged in accordance with DDSN 250-09-DD, "Calculation of Room and Board for Non-ICF/IID Programs" or DDSN 200-09-DD, "Fees for Residential Services Provided by the South Carolina Department of Disabilities and Special Needs", as applicable.
- L. Fidelity Bonds. The Provider shall obtain a valid fidelity bond from a commercial surety company licensed or authorized to do business in South Carolina covering all officers, employees, and agents of the Provider who are authorized to handle or be responsible for any consumer funds received or disbursed under this Contract. The Provider shall follow DDSN 200-12-DD, "Management of Funds for Individuals Participating in Community Residential Programs" when establishing any fidelity bond.

REVISION IV

Article III, **Conditions for Reimbursement**, Section C, *Withholding and Reduction of Provider Payments*, Sub-section 16 is hereby revised as follows (changes are highlighted):

DDSN is the final authority concerning these determinations for contractual purposes. All requests for waiver from any of these requirements must be submitted in writing and approved by the DDSN ~~Associate State Director, Administration~~ Chief Financial Officer or his/her designee.

REVISION V

Article V, **Termination of Contract** is amended to read **Termination and Amendment of Contract** and will include the addition of Section I as follows:

- I. Amendment of Contract. This contract may be supplemented, amended or modified at any time by DDSN. Both parties of the contract must mutually agree to any modifications. Any modifications to this contract shall be binding only if in writing and agreed to by both parties.

REVISION VI

Appendix A, **Approved Budgets for Programs under Contract**, is hereby amended to add Appendix A-6 in order to reflect the inclusion of the fiscal year 2019 - 2020 (July 1, 2019 through June 30, 2020) information. Appendix A-6 is attached hereto and incorporated by reference.

All other terms and conditions as set forth in the July 1, 2013 Contract (as amended) remain the same and in full force and effect.

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, 2019.

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

BY: _____
Patrick Maley
Deputy State Director

Witness for DDSN

**«PROV»
(PROVIDER)**

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

Witness for Provider

SAMPLE

APPENDIX B

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.