

**RENEWAL NUMBER SIX  
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 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, 2019 (as amended) as follows:

**REVISION I**

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

THIS CONTRACT provides funding for the following services and supports: ~~Early Intervention~~; Home and Community Based (HCB) Head and Spinal Cord Injury (HASCI) Waiver Services, including Behavior Support Services; Child Day Care Services; Head and Spinal Cord Injury (HASCI) Individual Rehabilitation Supports; and Family Support Stipends/Respite-State Funded ~~and Service Coordination (Case Management.)~~

**REVISION II**

Article I, **Contract Period and Renewal**, is hereby amended to revise the termination date from June 30, 2018 to **June 30, 2019**. The Contract may be amended and renewed by joint agreement for subsequent fiscal year periods, through June 30, 2020.

**REVISION III**

Article III, **Conditions for Reimbursement**, Section C, *Withholding and Reduction of Provider Payments*, Subsection 4 (noted below) is hereby removed from the Contract.

- ~~4. The Provider shall notify DDSN Central Office of any Early Intervention position vacancies that occur. DDSN may reduce payments to the Provider for exceeding the maximum position vacancy period for Early Intervention positions. The maximum vacancy period shall be sixty (60) calendar days including holidays.~~

## REVISION IV

Article III, **Conditions for Reimbursement**, Section C, *Withholding and Reduction of Provider Payments*, Subsection 6 is hereby amended as follows (changes are highlighted):

6. Providers may maintain a maximum total reserve equal to ~~two (2)~~ three (3) months of operating expenditures. The three (3) months reserve may change at the discretion of DDSN in order to ensure DDSN's financial solvency. For purposes of this provision, operating expenditures include expenditures of all Provider programs and activities related to the DDSN service delivery system. The Provider shall identify and document expenditures for programs and activities not related to the DDSN service delivery system. Provider shall not withhold services in order to generate funds to be carried forward. DDSN may reduce funds paid to the Provider if the total reserve exceeds the ~~two (2)~~ three (3) month maximum even if the ninety-five percent (95%) provision indicated in item 5 above is met. This will generally occur at year-end reconciliation.  
If DDSN's Medicaid allowable costs, in the aggregate, do not meet the level of certified public expenditures (CPEs) reported to the Department of Health and Human Services, DDSN is allowed to recoup funds necessary to remain in compliance with federal Medicaid CPE rules.

## REVISION V

Article III, **Conditions for Reimbursement**, Section C, *Withholding and Reduction of Provider Payments*, Subsection 13 (noted below) is hereby removed from the Contract.):

- ~~13. DDSN may withhold and/or reduce payments to the Provider if the Provider exceeds maximum service coordination caseloads, or minimum early intervention caseload requirements, or early intervention service provision requirements as per DDSN policy.~~

## REVISION VI

Article III, **Conditions for Reimbursement**, Section C, *Withholding and Reduction of Provider Payments*, Sub-section 14 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 VII

Article VI, **Covenants and Conditions**, Section B, *Employment Requirements*, Sub-section 8, is hereby amended as follows:

8. The Provider shall comply with DDSN minimum salary requirements for direct care staff. ~~service coordinators and early interventionists.~~

## REVISION VIII

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 IX

Appendix A, **Early Intervention** is hereby removed from the Contract.

## REVISION X

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 2019 - 2020 (July 1, 2019 through June 30, 2020) information:

**Home and Community Based Head and Spinal Cord Injured Waiver Services Contract  
Number: 202022<no>**

For 2019 - 2020, 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 XI

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 2019 - 2020 (July 1, 2019 through June 30, 2020) information:

**HASCI Rehabilitation Supports Contract Number: 202027<no>**

For 2019 - 2020, 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 XII**

Appendix G, **Individual and Family Support Stipends and Respite - State Funded**, is hereby amended to reflect the inclusion of the fiscal year 2019 – 2020 (July 1, 2019 through June 30, 2020) and the following information:

**Individual and Family Supports Stipends and Respite  
Contract Number: 202029<n0>**

For 2019 - 2020, 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 intellectual disabilities and/or related disabilities, autism, and/or head and/or spinal cord injured or similar disabilities.

**REVISION XIII**

Appendix H, **Service Coordination (Case Management)** is hereby removed from the Contract

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

## 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.