Docusign Envelope ID: B1A033E3-8E1C-8694-839D-11CB1647AF04

32-26-000507
4517-04

DEVELOPMENTAL DISABILITY AFFILIATION AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
RAINBOWS UNITED, INC.

This Agreement made and entered into this 17 day of September, 2026, by and between Sedgwick County, Kansas ("County"), acting as the State of Kansas appointed Community Developmental Disability Organization and Rainbows United, Inc. ("Community Service Provider" or "CSP" or "Contractor").

WITNESSETH:

WHEREAS, County, by and through its Department of Aging and Disabilities/ Sedgwick County Developmental Disability Organization ("SCDDO") assists in the coordination of services and support for individuals with intellectual and developmental disabilities; and

WHEREAS, in so assisting, County, by and through SCDDO, maintains a network of agency and individual affiliate providers; and

WHEREAS, the CSP desires to become part of SCDDO's network of agency and individual affiliate providers.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Scope and Purpose of Agreement**. The sole purpose of this Agreement is to set forth the respective obligations of SCDDO and the CSP with regard to the specific services to be provided by the CSP, and the use of funds that are accessible to the CSP as reimbursement for said services. Pursuant to K.S.A. 39-1809, nothing in this Agreement assures the CSP of individual contracts for services, nor does it constitute or create an entitlement to such services. Rather, this Agreement establishes SCDDO as the single point of application or referral for services for individuals with intellectual and developmental disabilities in Sedgwick County. This Agreement also contains details regarding other functions, including but not limited to the role of the County in reviewing Contractor's work for quality assurance purposes.

2. **Term**. The initial term of this Agreement shall be for one (1) year, commencing September 1, 2026, and ending August 31, 2027. This Agreement may continue for a reasonable time after August 31, 2027, if both parties agree to continue operating under the terms of this Agreement while they are actively negotiating a new agreement.

3. **Incorporation of Documents**. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Sedgwick County Mandatory Independent Contractor Addendum), Appendix C (Service Expectations), Appendix D (Community Service Capacity Assurance and Crisis Plan), Appendix E (Technology Requirements), Appendix F (Rates for State Aid/State General Fund

Docusign Envelope ID: B1A033E3-8E1C-8094-839D-11CB1647AF04

Services), and Appendix G (Services to Be Provided) are attached hereto and are made a part hereof as if fully set forth herein.

4. Authorized Services. SCDDO hereby agrees the Community Service Provider is authorized to provide and request reimbursement directly from SCDDO, the Managed Care Organization ("MCO") or the Medicaid intermediary for the services as indicated in Appendix G.

ADDITIONAL TERMS AND CONDITIONS

SECTION 1: PERSONNEL

1.1 Pursuant to KDADS requirements, Contractor certifies that it will perform, maintain and keep current background and driving record checks for all of its employees, and subcontractors.

1.2 The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if the CSP would have no other reasonable way of knowing of these acts.

1.3 Persons convicted of any offense prohibited by KDAD's HCBS Background Check Policy or any comparable offense under the laws of a different state or federal laws at the time of the execution of this Agreement or during the pendency of this Agreement, or any individual who is known by Contractor to have had a conviction for or a prior employment history of abuse, neglect, or exploitation of children or vulnerable adults, as defined in K.S.A. 39-1430 *et seq.* and K.A.R. 30-63-28, shall not be permitted to:

a. Administer or handle the funds conveyed under this Agreement; or

b. Provide services or interact in any way with persons served pursuant to this Agreement.

1.4 Contractor shall require that its employees in positions that involve operating a motor vehicle possess a valid driver's license appropriate to the vehicle operated and insurance, as appropriate. If an employee possess a valid driver's license from a state other than Kansas, such employee shall obtain a valid Kansas driver's license when necessary under Kansas law.

1.5 Any exceptions to the KDADS' background requirements must be approved through KDADS' process. In instances where an exception to the background check requirements have been granted Contractor must maintain evidence of the exception and provide proof upon request.

1.6 In addition to required background checks at the time of hire, Contractor will maintain appropriate written policies and/or procedures regarding background checks for its employees, subcontractors and/or any individual under its control who is providing services under this Agreement. Such policies and procedures should include but are not limited to the process used to conduct the required background checks, to include when and how background checks are conducted,

DocuSign Envelope ID: B1A033E3-8E1C-6694-639D-11CB1647AF04

conditional term of employment (if allowed) and the process for review and determination of eligibility for employment. Contractor's policy must be consistent with KDADS' Home and Community Based Services ("HCBS") then current background check policy. Contractor shall provide SCDDO with copies of its policies and procedures related to staff background checks and ongoing compliance at any time, upon request.

1.7 It is understood that this Agreement may be revoked at the discretion of the County, without penalty, if the Contractor is in violation of this Section 1.

SECTION 2: COMPLIANCE WITH APPLICABLE LAWS, SERVICES STANDARDS AND PROCEDURES

2.1 The CSP will comply with the following sections of the Kansas Statutes Annotated: 65-4411 *et seq.*, 19-4001 *et seq.*, 39-1801 *et seq.*, and K.A.R. 30-64-01 *et seq.* All services provided pursuant to this Agreement that require licensure must conform to the requirements set forth in K.A.R. 30-63-01 *et seq.*, and any other applicable licensing regulation, statute or law including the HCBS Settings Final Rule as issued by the Centers for Medicare/Medicaid. The CSP must comply with all official policies and procedures of SCDDO, the KanCare MCOs and KDADS.

2.2 The CSP must cooperate with all SCDDO administrative activities including, but not limited to, service access, application, eligibility determination and referral, third party eligibility determination reviews, gatekeeping, dispute resolution, council of community members, quality assurance, quality enhancement, funding management and management of the data collection system, to include, but not limited to, demographic and service information.

The CSP must take appropriate action to assist SCDDO in complying with the performance outcome measures identified in the current KDADS/SCDDO annual contract.

2.3 Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

SECTION 3: RECORDS, REPORTS AND INSPECTIONS

3.1 All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and available upon request to both parties to this Agreement.

3.2 During the term of this Agreement, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this Agreement. If the CSP fails to furnish such information, County will withhold payments to the CSP until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this Agreement.

DocuSign Envelope ID: B1A033E3-8E1C-8894-839D-11CB1647AF04

3.2.1 The CSP must supply accurate information on any and all complaints received by SCDDO or KDADS made by or against the CSP, including those resolved or offered to be resolved via the CSP's internal dispute resolution process. For purposes of this Agreement, a complaint is any grievance, appealable action, or dispute resolution received by the CDDO or KDADS regarding a decision or action taken by the CDDO or Affiliate provider, if reported to KDADS or the CDDO. Information concerning complaints received by SCDDO or KDADS shall be furnished by the CSP at least quarterly, and at any other frequency upon County's request.

3.2.2 The CSP must supply accurate special reports or information to SCDDO or KDADS or its designees within reasonable requested time frames. Many requests for information are regularly made as a result of regulatory or legislative demands placed on KDADS and SCDDO. As such, requests will be identified as to source of request and/or informational need.

3.2.3 In accordance with K.S.A. 39-1401 *et seq.*, K.S.A. 39-1430 *et seq.*, and K.A.R. 30-63-28, all agents of the CSP providing services as a result of this Agreement must immediately report any incidents of suspected abuse, neglect or exploitation directly to the appropriate official body responsible for investigating such incidents including, but not limited to, SCDDO, KDADS, the Kansas Department for Children and Families, Adult or Child Protective Services and law enforcement. The CSP must also notify the person's legal guardian, if one has been appointed, unless such notification is likely to cause harm to the person served. Any notification that occurs more than one (1) business day after the incident is identified by the CSP will be considered out of compliance with this requirement and will be deemed a breach of this Agreement.

3.2.4 CSP must notify SCDDO if the outcome of any licensing review affects its licensing status; and, if requested and/or as required by SCDDO policy, the CSP must inform individuals receiving services, their families and legal guardians of the change to the licensing status of the CSP and procedures for accessing any public documents related to the review. The CSP must make this information available to the person in a printed copy or other form that may be required due to a person's disability at no charge.

3.3 Any not-for-profit CSP which receives $750,000 or more through this Agreement or combination of agreements with Sedgwick County, except for those that are deemed licensed FMS providers, must annually submit an independent auditor's report. Licensed FMS providers are required to submit financial audits in a manner consistent with the State of Kansas requirements, currently due every year. For-profit CSPs and CSPs receiving less than $750,000 annually are required to submit: a Statement of Financial Position (Balance Sheet), Statement of Activities (Profit & Loss Statement) and a Statement of Cash Flows. Upon approval, limited licensed CSPs may submit a copy of their tax return if they are not able to generate the required financial reports. Any agency, regardless of profit status or total revenue, may submit a copy of their agency audit to meet this financial reporting requirement. Audits and/or financial statements must be submitted no later than nine (9) months following its respective fiscal year end. The independent auditor must:

a. Report any findings where contract funds were spent for non-allowable costs, in accordance with OMB Circulars A-87 and A-102 (if governmental entities) or OMB Circulars A-110 and A-122 (if not-for-profit entities). For for-profit entities,

KDADS will designate the applicable non-allowable cost criteria from OMB Circulars A-87, A-102, A-110 and A-122

b. Monitor the requirements listed above and complete the audit within nine (9) months from the close of the CSP's fiscal year. The audit must include any management letters provided by the independent auditor. SCDDO will not release management letters to the public, subject to County's compliance with the Kansas Open Records Act, K.S.A. 45-215 *et seq.*

c. Mail or e-mail one (1) copy of the independent audit to SCDDO and one (1) copy to each of the KDADS offices listed below:

Sedgwick County Department of Aging and Disabilities
271 W. 3rd Street North, Suite 500
Wichita, KS 67202
E-mail: Jeannette.Livingston@sedgwick.gov

KDADS Audit Services
Financial Audit Unit
New England Building
503 S. Kansas Ave.
Topeka, KS 66603-3404

KDADS Adm. Program Support
New England Building
503 S. Kansas Ave.
Topeka, KS 66603-3404

3.4 CSP must notify SCDDO of any legal filing or situation (such as a tax lien, lawsuit, bankruptcy, etc.) that could reasonably be expected to adversely affect the financial condition of Contractor and potentially impact services provided to clients.

SECTION 4: MINIMUM TECHNOLOGY REQUIREMENTS

4.1 SCDDO uses an on-line training system to deliver training to CSPs to enhance the quality of services delivered to persons served, and to ensure timely communication regarding changes in organizational policies and practices. Additionally, virtual technology is now an important tool to conduct business and is being used for assessments. The CSP shall use a reasonably current operating system and web browser that meets W3C standards and the standards set forth in Appendix E, attached hereto and incorporated as if fully set forth herein.

SECTION 5: FINANCIAL CONSIDERATIONS

5.1 In the event aggregate funding provided to SCDDO from county, state and/or federal sources is reduced or in any way becomes insufficient to fund this Agreement, the obligations of both SCDDO and the CSP must thereupon be: (1) reduced on a pro rata basis, or (2) renegotiated or terminated, provided that any termination of this Agreement must be without prejudice to any obligations or liabilities of the parties accrued prior to the termination.

5.2 Upon discovery thereof, the CSP, or its employees, subcontractors or authorized agents will report to SCDDO any suspected or identified abuse, fraud or waste related to funds as identified in this Agreement. For the CSP's convenience, SCDDO provides access to a reporting phone number (316) 660-1115. The CSP also agrees to ensure that its employees are educated on abuse, fraud and waste and have a means to report suspected incidents thereof. Training on abuse, fraud and waste is available through the SCDDO provided online training system.

SECTION 6: REIMBURSEMENT

SCDDO provides reimbursement through a variety of sources, as set forth below. The CSP must provide to County the documentation required pursuant to the payment guidelines prior to any disbursements being made.

6.1 **HCBS-IDD Program and Targeted Case Management (TCM) Services.** HCBS-IDD Program Service funding units are those which are approved through the prior authorization process pursuant to the integrated services plan (ISP) managed by KDADS and contracted MCO.

Reimbursement through the HCBS-IDD Program Services can be accessed only when the CSP has a current signed affiliation agreement with SCDDO for the requested services, and KDADS and the client's MCO has granted prior authorization pursuant to the ISP.

TCM services are reimbursable directly through Medicaid only when the appropriate MCO contract and authorization is in place.

The CSP must bill the appropriate MCO or fiscal intermediary for all reimbursable services. The CSP must provide SCDDO with information pertaining to Medicaid billing when requested.

6.2 **State Aid/State General Fund Funding.** State Aid/State General Fund (SGF) funds are distributed to SCDDO pursuant to K.S.A. 65-4411 *et seq.* and K.A.R. 30-22-31 *et seq.* State Aid/SGF funds are allocated at the discretion of SCDDO and may be used for KDADS-approved priority services as defined by KDADS service taxonomy. SCDDO may include additional services to be funded with State Aid/SGF only in the event that underutilized funds are available. State Aid/SGF funds are not portable to areas outside of Sedgwick County. The CSP will invoice SCDDO per policy.

6.3 **Recoupment.** SCDDO may recoup State Aid/SGF funds from the CSP if said funds were not used or if services were not provided as originally invoiced. SCDDO may recoup funds in one of two ways: (1) by remittance of a check by the CSP (made payable to SCDDO), or (2) by reduction of funds due to the CSP from SCDDO. Option 2 may only be used upon mutual agreement of the parties. SCDDO shall provide written notice to the CSP of the proposed recoupment, which notice shall include the factual basis and available appeal rights.

6.4 County mill levy funds are distributed at the discretion of SCDDO as described in Appendix D (Community Service Capacity Assurance and Crisis Plan). These funds are not portable to areas outside of Sedgwick County.

DocuSign Envelope ID: B1A633E3-8E1C-6694-639D-11CB1647AF04

6.5 SCDDO may issue Requests for Proposals (RFPs), which are designated for programs and services.

6.6 The CSP understands and agrees that it is subject to a financial penalty if the data provided by the CSP results in an inaccurate or incomplete functional assessment and a recoupment is levied by KDADS against SCDDO. The financial penalty shall be equal to the amount of the recoupment levied against SCDDO if the CSPs data was the only reason for the inaccurate/incomplete finding; the penalty amount shall be prorated if the CSPs data was not the only reason for the finding. SCDDO will not penalize the CSP if the reason for the recoupment results from an error on the part of SCDDO.

SECTION 7: ENFORCEMENT AND DISPUTE RESOLUTION

7.1 Should the CSP fail to maintain compliance with this Agreement or any state or federal statute or regulation incorporated by reference and/or fail to correct identified deficiencies, SCDDO shall at its discretion inform the CSP in writing of the deficiencies or instances of non-compliance. Repeated failure to comply with this Agreement, any applicable policy and/or regulations shall result in escalating action, up to and including termination of this Agreement. For purposes of this Agreement, "repeated failure to comply" means any instances of noncompliance occurring within a twelve-month period. Upon written notice of non-compliance, the CSP shall have thirty (30) days (or less time if the health and safety of persons served may warrant) to either (1) resolve the deficiencies and/or instances of non-compliance, or (2) present SCDDO with a corrective plan of action. Should the CSP fail to take either of these corrective actions, SCDDO may take any or all of the following actions:

a. Place the CSP on probationary status for a specified amount of time during which it is expected the Contractor will take immediate action to correct the deficiencies. During the probationary period the Contractor may not accept new referrals;

b. Impose penalties in an amount not to exceed $125.00 per day for each violation from the specified date forward until the CSP comes into compliance;

c. Suspend all or part of the payments provided for in this Affiliation Agreement;

d. Implement any action allowed by the this Affiliation Agreement; or

e. Terminate this Affiliation Agreement.

7.2 In the event of disputes between SCDDO and CSP, parties to this Agreement agree to make a good faith effort to resolve such dispute in an informal manner. In the event such informal resolution is not successful, CSP may request to utilize the dispute resolution process outlined in SCDDO's Dispute Resolution Policy created pursuant to K.A.R. 30-64-32. SCDDO may require CSP to participate in dispute resolution utilizing an independent professional mediator chosen mutually by the parties, in which event the parties to this Agreement shall share equally in the costs of the dispute resolution.

7.3 After utilizing dispute resolution, the CSP may file an appeal with the Office of Administrative Hearings, Department of Administration.

7.4 Any CSP that loses its license to provide services will no longer be provided funds pursuant to this Agreement and must further cooperate with SCDDO in assisting the transition of persons to alternative service CSPs until all service needs are met.

SECTION 8: MISCELLANEOUS

8.1 **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

8.2 **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

8.3 Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging and Disabilities
Attn: Director
271 W. 3rd Street, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
100 N. Broadway, Suite 650
Wichita, Kansas 67202

Contractor: Rainbows United, Inc.
Rachel Banning
3223 North Oliver Avenue

Docusign Envelope ID: B1A633E3-8E1C-8694-639D-11CB1647AF04

Wichita, KS 67220-2106

8.4 **Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8.5 **Hold Harmless**. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

8.6 **Liability Insurance**. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	$1,000,000.00
General Aggregate, per project	$2,000,000.00
Personal Injury	$1,000,000.00
Products and Completed Operations Aggregate	$2,000,000.00
Automobile Liability:	
Combined single limit	$500,000.00
Umbrella Liability: Following form for both the general liability and automobile	

____ Required/ __X__ Not Required	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
__X__ Required/ ____ Not Required	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00
Pollution Liability Insurance:	
____ Required/ __X__ Not Required	
Each Claim	$1,000,000.00
Aggregate	$1,000,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

8.7 **Entire Agreement**. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

8.8 **Assignment**. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

8.9 **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

8.10 **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

Docusign Envelope ID: B1A633E3-8E1C-8694-839D-11CB1647AF04

8.11 **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

8.12 **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

8.13 **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

8.14 **Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

a. Applicable federal and state statutes and/or regulations
b. HCBS-IDD waiver rules and regulations
c. KDADS policies and procedures
d. Sedgwick County Contractual Provisions Attachment
e. Sedgwick County Mandatory Independent Contractor Addendum
f. Written modifications and addenda to the executed Agreement
g. This Agreement

8.15 **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

8.16 **Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

8.17 **Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of seven (7) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds seven (7).

8.18 **Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically

DocuSign Envelope ID: B1A033E3-8E1C-8894-839D-11CB1647AF04

recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

8.19 **Licenses and Permits**. Contractor shall maintain all licenses, permits, certifications, bonds and insurance required by federal, state or local law with regard to this Agreement. Contractor shall notify County immediately if any license, permit, bond or insurance is canceled, suspended or otherwise becomes ineffective. Such cancellation, suspension or other ineffectiveness may be grounds for immediate termination by County.

8.20 **Certificate of Tax Clearance**. Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. For all new contracts, the statement of tax clearance must be provided before contract initiation and cover a sufficient range of time as to cover the beginning date of the contract term. Tax Clearance Certificates can be obtained online at: https://www.kdor.org/TaxClearance/Self/Start.aspx

[balance of this page intentionally left blank]

Docusign Envelope ID: B1A655E5-6E1C-8694-839D-11CB1647AF04

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

Thomas J. Stolz
County Manager

Rainbows United, Inc.

Signed by:
Rachel Banning
9EE191C9D36B408...
Rachel Banning, President

APPROVED AS TO FORM ONLY:

Scott L. Anderson,
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract**: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State, and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

   County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance**: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest**: Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality**. County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws**: The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause**: Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

    Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total $5,000 or less during the County's fiscal year.

14. **Suspension/Debarment**: Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance**: Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law**: Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off**: If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors**: The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.

19. **Safety Recall Notices**: Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI**: Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

    In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

[balance of this page intentionally left blank]

DocuSign Envelope ID: B1A633E3-0E1C-8694-639D-11CB1047AF04

APPENDIX B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

a. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.

b. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

c. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.

d. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.

e. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

f. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

g. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

h. County will not provide training or instruction to Contractor regarding the performance of services hereunder.

i. Contractor will not receive benefits of any type from County.

j. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.

k. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

l. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

m. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

Docusign Envelope ID: B1A633E3-8E1C-8894-839D-11CB1647AF04

APPENDIX C
SERVICE EXPECTATIONS

I. CONTINUITY OF SERVICE

Unless limitations in program capacity have previously been reported to the SCDDO in writing and an exception to service access has been approved by SCDDO, CSPs must serve persons for whom funding is available and who have chosen the CSP for services, consistent with the nondiscrimination requirements in K.A.R. 30-64-25. The CSP must offer and/or provide services consistent with the following requirements:

A. The CSP must provide services to persons which are sufficient to meet his or her person-centered plan, pursuant to K.A.R. 30-63-21.

B. Referrals for services to a Sedgwick County resident, including individuals selecting a new CSP through a provider change, must be served within an average of sixty (60) days from when the CSP is notified it has been selected to provide services; case transfers from outside of Sedgwick County do not fall under the sixty (60) day expectation. Individuals who are referred to the CSP to access services made necessary by an identified crisis or per SCDDO's Community Crisis Plan are not subject to the 60-day average and should be immediately provided the best available service option to insure his or her safety.

The CSP must provide continuity of service for persons who choose to continue services and who move from one CDDO to another, or from one CSP to another. Funds must be portable except when a person no longer needs services and/or voluntarily withdraws from services with no immediate foreseeable need for services.

C. **Program Closure.** The CSP must reach an agreement with SCDDO a minimum of ninety (90) days prior to implementation if it seeks to reduce or discontinue services affecting two or more clients. All planned reductions in service must be communicated in writing and/or represented in an amended affiliation agreement.

D. **Individual Service Termination**. The CSP can initiate termination of services to an individual consistent with SCDDO policy but must notify SCDDO, the person served, the person's guardian (if one has been appointed) and a family member, if appropriate, at least thirty (30) calendar days prior to the CSP permanently discharging a person receiving services funded through this Agreement. Notification shall be timed to avoid any potential gap in services (e.g. if service start is limited to the first of the month, termination date shall coincide with this timeframe). A person cannot be terminated from services until and unless at least one of the following occurs:

1. Inappropriate Community Placement: The Secretary of KDADS has determined participation in community services is not appropriate because the individual is presently likely to cause harm to self or others;

2. Failure to pay or meet monthly IDD Program Services client obligation;

3. Failure to pay or meet financial agreements with chosen CSP;

4. Failure to Maintain Contact: Individuals who cannot be contacted despite reasonable attempts, such as failure to respond to a registered letter, made by the CSP or SCDDO;

5. All funding for the person allocated in this agreement is discontinued;

6. The person voluntarily withdraws from services.

E. **Placement of Persons Residing in State Institutional Settings, or Private Intermediate Care Facilities that are Closing or Reducing Bed Capacity.** Institutional Setting(s) includes institutions that are a Nursing Facility, State Hospital (Kansas Neurological Institute, Osawatomie and Parsons), an ICF-IID, Traumatic Brain Injury Rehabilitation Facility (TBIRF), or a Psychiatric Residential Treatment Facility (PRTF). . Transitions from institutional care would follow KDADS' then current HCBS Transition Policy. This provision does not include persons determined inappropriate for community services pursuant to K.A.R. 30-64-25.

F. **Outreach and Transition Planning.** The CSP must cooperate with and assist SCDDO with outreach and transition planning procedures which identify, through the data collection system, the number of new persons who are likely to need services and what services they may likely need in the future. This activity may include providing case management to persons anticipating services from the CSP, attendance at Individual Education Plan ("IEP") meetings and attendance at transition planning meetings.

II. QUALITY ASSURANCE AND QUALITY ENHANCEMENT.

A. The CSP must cooperate and assist SCDDO within specified timelines to ensure compliance with the quality oversight requirements set forth in K.A.R. 30-64-26 and 30-64-27.

B. The CSP will utilize the KDADS' Adverse Incident Reporting (AIR) system consistent with state requirements. Additionally, per SCDDO policy, each CSP will report critical incidents to SCDDO QA staff. Critical incidents include, but are not limited to abuse, neglect, exploitation (ANE) reports, hospitalizations, police involvement, deaths of persons served, and any other incident defined by KDADS as critical.

C. The CSP will comply with the Quality Assurance Committee expectations, as established by SCDDO policy.

D. Each CSP must have a continuity of operations plan on file with the SCDDO and resubmit such plan at least once every three years, which will include a list of emergency contacts.

III. PARTICIPANT INPUT

Docusign Envelope ID: B1A633E3-0E1C-6694-639D-11CB1647AF04

Contractors providing licensed services shall provide persons receiving such services funded pursuant to this Agreement with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this Agreement or by statute.

A. State Aid/State General Fund Taxonomy.

State Aid/SGF funds will be distributed at the discretion of SCDDO and may be used for KDADS approved priority services as defined by KDADS service taxonomy. SCDDO may use State Aid/SGF to fund identified community needs through programs such as family support, incidental consumer supports, one-time funds and flex funds. State Aid/SGF funds are not portable to areas outside of Sedgwick County.

IV. IDD CONSUMER SERVICES

A. Each CSP, all TCM's, TCM supervisors, and CSP direct service supervisors shall have a user profile to access the online training system provided by the SCDDO. CSP direct service professionals and other staff as identified by SCDDO may have access to the online training system. All users of the on-line learning system must complete training as assigned.

B. CSP hereby understands and agrees that, regardless of funding source, all individuals must receive options counseling through SCDDO prior to CSP engaging in service planning (which would include admission processes) or initiating services. CSP is expected and encouraged to share information about their services, available sites, organizational mission, experience and expertise. CSP understands and agrees SCDDO is obligated through its participating CDDO agreement with KDADS to ensure individuals receive options counseling before a CSP may make a commitment to serve an individual. No detailed person-specific service planning conversations between a CSP and individual/guardian should occur prior to options counseling. Likewise, CSP's may not request specifics about the individual for determination of ability to serve before options counseling has been completed, this includes but not limited to requesting information from the individual, the individual's guardian, individual's supporting parties or entities or persons providing support to such individual, or any other third party. CSP must notify SCDDO if it is contacted regarding services for a non-resident of Sedgwick County to ensure SCDDO is aware and case transfer has been initiated. Additionally, all staff responsible for intake or admission processing must take the SCDDO options counseling training within 30 days of employment.

C. All CSP's covered under the Centers for Medicare/Medicaid Services' (CMS) HCBS Settings Final Rule shall engage with the State of Kansas' efforts to come into compliance. This shall include engaging in the remediation process, meeting deadlines and submitting evidence as required.

D. In addition to state regulations and local policy, the following expectations apply to the specific services for which this Agreement is valid:

Docusign Envelope ID: 81A633E3-8E1C-6694-639D-11CB1647AF04

1. Residential Services.

a) CSP agrees to notify SCDDO prior to opening a new provider owned or leased location and to ensure all appropriate inspections are complete before initiating services in that location. This notification requirement would include any previously closed and reopened location.

b) The CSP must ensure coordination exists for transportation. The CSP is not obligated to provide the transportation, but rather must ensure that affordable transportation is made available to the person served.

c) The CSP must maintain water temperature control in all locations where services are provided. Such controls will regulate water temperatures from exceeding 120 degrees Fahrenheit so that persons do not receive burns or burn-related injuries. Any necessary equipment must be in operation prior to services being provided in any location. The type of control used will be determined by the assessment conducted as part of the person-centered planning process as described in K.A.R. 30-63-21.

d) At sites that are not owned or leased by the CSP and the person/guardian refuses to allow the CSP to install water temperature controls, a risk assessment will be developed annually and maintained by the CSP. CSPs will have written policies and/or procedures to ensure compliance.

e) CSP must have a written and signed lease agreement with the person served for CSP owned or leased residential sites. The lease agreement must specify the financial obligations including but not limited to room and board, transportation (if applicable) and eviction processes. If a person served violates the terms of the lease and the lease is terminated, any such termination does not release the CSP from the obligation to provide residential support services.

f) Rent or room and board costs for housing which is owned or leased by the CSP must not exceed fair market rates. Persons may not reside in property owned by any employee of the CSP without prior written consent of SCDDO.

g) CSPs providing residential services utilizing the shared living model are authorized to utilize independent contractors for direct support services consistent with the rules and regulations issued by KDADS. These independent contractors shall be subject to the same quality assurance requirements as other residential service sites.

h) CSP must notify SCDDO of any exception request to serve individuals under the age of 18 in adult residential services.

i) CSPs providing children's residential services are authorized to utilize independent contractors (i.e. foster parents) for direct support services consistent with KDHE licensing requirements. These independent

DocuSign Envelope ID: B1A633E3-8E1C-8894-839D-11CB1647AF04

contractors shall be subject to the same quality assurance requirements as other residential service sites.

2. Day Services.

a) The CSP must ensure coordination exists for transportation. The CSP is not obligated to provide the transportation but must ensure that affordable transportation is made available to the person served.

b) The CSP must maintain U.S. Department of Labor certificate authorizing special minimum wage rates and maintain compliance with the Workforce Innovation and Opportunities Act, if applicable.

c) Day programming should have age appropriate, meaningful activities, including, but not limited to community integration activities.

d) CSP agrees to notify SCDDO prior to opening a new provider owned or leased location and to ensure all appropriate inspections are complete before initiating services in that location. This notification requirement would include any previously closed and reopened location.

3. Targeted Case Management (TCM).

a) The CSP will coordinate care with representatives of the KanCare MCOs, including joint participation in the person-centered service planning process, consistent with KDADS policy.

b) The CSP will provide updated demographic information as required throughout the year. Annually CSP will provide all required functional assessment documentation to the SCDDO as per policy.

c) Each Targeted Case Manager employed by the CSP will abide by the TCM Rules of Conduct.

d) Each CSP will ensure that case managers complete training standards and comply with requirements established by the state and/or SCDDO.

e) Effective January 1, 2021, all staff newly employed at a CSP as a targeted case manager shall complete the TCM Core Knowledge Certificate program. These courses are available in the SCDDO online training program, in person and through virtual sessions. Training shall be completed as described within the certificate program. For staff previously employed as a TCM, new employer shall verify transfer of records within ten (10) days of employment and verify completion of certificate program. If TCM Core Knowledge Certificate program has not been completed the employee is required to complete certificate.

Docusign Envelope ID: B1A633E3-8E1C-8694-839D-11CB1647AF04

f) TCMs may not provide any direct service for any CSP and must attest annually to the SCDDO that they are in compliance with this requirement.

g) The CSP will coordinate the Behavior Management Committee review process for all individuals on their caseload for whom such review is necessary, as per SCDDO policy.

h) In the continuity of operation plan, the CSP will ensure that TCM services are accessible at all times.

i) The CSP will communicate, cooperate and make information available to the assigned child welfare provider as requested.

j) The CSP must ensure all persons receiving services and supports through funds described in this Agreement are residents of Kansas.

k) All person-centered support plans (PCSP) will incorporate an employment first focus without regard to the significance of their disabilities. Other service options may be considered when certain circumstances exist (e.g., the person makes an informed choice not to take part in community employment after receiving sufficient information and having sufficient community experience, or barriers exist to the person participating in community employment and all documented efforts cannot eliminate those barriers). If any option other than community employment is pursued, the process taken to obtain informed choice must be documented in the PCSP.

4. Assistive Services and/or Home Modification Services

a) The CSP will complete quality work which meets specifications of the bid process.

b) The CSP agrees not to begin work until notice is received from SCDDO that prior authorization of funding has occurred.

c) The CSP will not bill for services until the project has been completed and approved by SCDDO or designee.

5. Self-directed in-home support providers (Financial Management Service (FMS), Personal Care Service, Overnight Respite, Enhanced Care Service).

a) Services shall be provided consistent with the MCO agreement, the FMS manual and this Agreement. Where conflicts or differences exist between the documents, the CSP shall notify SCDDO to determine appropriate action.

6. Agency-directed in-home support providers (Supportive Home Care, Overnight Respite, Enhanced Care Service, and Specialized Medical Services).

a) The CSP will be considered the employer of record.

[balance of this page intentionally left blank]

DocuSign Envelope ID: B1A633E3-8E1C-8694-839D-11CB1647AF04

APPENDIX D
COMMUNITY SERVICE CAPACITY ASSURANCE AND CRISIS PLAN

I. COMMUNITY SERVICE CAPACITY ASSURANCE PLAN

SCDDO maintains a commitment to supporting the development of a strong community service provider network and ensuring the timely delivery of quality services to individuals with IDD. Sedgwick County regularly invests in network capacity through grant programs and other initiatives. The Community Service Capacity Assurance Plan is designed to specify the roles and responsibilities all contracted CSP's have in addressing system level crises impacting network capacity (such as sudden closure of a provider); as well as, the role and support SCDDO will provide in these circumstances.

a. **Roles and Responsibilities:**

i. As an affiliate of SCDDO, all CSP's have a responsibility to participate, when requested, in planning and response to system level crisis situations to the extent their agency is capable. All parties understand and agree that historically most system level crises have involved day and/or residential services but other services could be affected as well. SCDDO agrees not to require commitments from CSP's in excess of their stated capacity to assist but participation at some level is mandatory. Failure to participate may result in the affiliate being ineligible for payments made available through the Community Service Capacity Assurance and Crisis Plan.

ii. Agencies designated as "Crisis Providers" have an enhanced role in responding to system level crisis. To qualify as a Crisis Provider, the identified affiliate must meet the following criteria:

1. Expressly understand and agree to maintain capacity to serve individuals in crisis at the level identified in this Appendix.

2. Carry a full license issued by KDADS to provide adult residential and day services and serve more than one individual.

3. Not currently be on a license with requirements with KDADS.

4. Not currently on a corrective action plan with SCDDO for contract violations.

5. Maintain access to day and residential services throughout the contract period. Circumstances requiring corrective action by KDADS or SCDDO which limit access to services will result in withholding all or a portion of the payment associated with being a Crisis Provider, as outlined below.

6. Regularly participate in scheduled Affiliate Director Meetings.

iii. Crisis Providers shall receive payments to offset the cost of retaining excess service capacity to meet the requirements of the Community Service Capacity Assurance and Crisis Plan at the rate of $123,593.45 per unit of capacity reserved (see below). Payments

were calculated using estimated actual costs incurred for retaining the designated capacity commitment (i.e. per slot). At any time during the term of this contract, Crisis Providers shall have available capacity to serve at least the number of individuals in their capacity commitment listed below; additional capacity may be required based on the level of system crisis. It is expected that Crisis Providers will function as lead agencies in addressing capacity needs from a system level crisis. Payments shall be made quarterly for one-fourth of the annual amount subject to penalties as outlined in Section II, b. ii. below. The designated Crisis Providers and capacity commitments are listed below:

Crisis Provider	Service	Capacity Commitment
Starkey	Day & Residential	8
KETCH	Day & Residential	5
Arrowhead West	Day & Residential	2

iv. All responses to system level crises will be initiated and organized by the SCDDO. In addition to the funding listed above, SCDDO maintains a risk reserve for large scale system level crises. Risk reserve funding is a last resort and would only be used in cases where current resources are inadequate to alleviate the system crisis. All CSP's are eligible to receive risk reserve funding as determined by the SCDDO, as necessary to ensure individuals maintain services.

II. CRISIS PLAN

Persons covered under the SCDDO Crisis Plan must be IDD eligible and have an emergency need as determined by the SCDDO Funding Committee. As outlined in KDADS' Crisis and Exception Policy (E2016-119), individuals with an emergency need to access IDD program services can bypass the waitlist through the crisis exception process. Additionally, although rare, occasionally individuals eligible for the IDD system need immediate crisis access to IDD program services resulting from abuse, neglect or exploitation as identified through the Department of Children and Families (DCF); or, an individual may have access to services but requires immediate access to a different service due to an unforeseen circumstance (death of a caregiver, abandonment, etc.). All the aforementioned populations are covered through this crisis plan. The crisis plan is designed to set the expectations for all providers selected for service due to a crisis as defined above.

a. Roles and Responsibilities:

i. All CSPs expressly understand and agree to work to initiate services for individuals entering services due to a crisis as expeditiously as possible; for individuals in crisis, the requirement to initiate services in an average of 60 days is waived and the expectation is for services to begin as soon as possible.

ii. Crisis Providers expressly understand and agree to initiate services for individuals entering services due to a crisis within fourteen (14) days from date of referral. Each individual approved by SCDDO for crisis access to IDD program services will be offered a Crisis Provider as a means to expedite service access. Offers will be allocated to Crisis Providers in a method comparable to their capacity commitment (i.e. if capacity commitment is 50% of total commitments, than the Crisis Provider would receive 50% of the offers).

Individuals are free to choose other providers, knowing other CSP's are not required to initiate services in 14 days.

iii. For individuals with complex support needs who choose the assigned Crisis Provider, the SCDDO agrees to coordinate an initial team meeting. The goal of this meeting is to ensure all parties understand the support needs and for the team to identify appropriate resources to ensure needs are met.

iv. Funding made available through this plan shall also cover the risk of accepting individuals referred to a Crisis Provider who may experience a delay in securing income (typically supplemental security income) or Medicaid coverage. While these situations should be rare, Crisis Providers may not reject crisis referrals due to temporary inability to pay for services, room and board or other ancillary charges. These individuals may be eligible for an acuity payment, as defined below in vi. The Crisis Provider shall update the SCDDO regularly on the status of coverage and/or income. Should the lack of coverage or income exceed three months, both parties agree to meet to determine appropriate course of action.

v. SCDDO agrees to educate individuals, families and targeted case managers on the crisis access system and to work to expedite provider selection to the extent possible.

vi. Agencies providing agency-directed personal care services (aka supportive home care) shall receive a payment in the amount of $10,000 when an individual entering services due to a crisis selects them and services are initiated within 14 days; for every day over 14, the payment is reduced by $1,000 with no payment for services initiated over 24 days after the referral. Invoice and documentation showing services were initiated within the timeframe and at a rate equal to or greater than 60% of scheduled hours, is required for payment.

vii. All CSP's providing day or residential services are eligible to receive additional acuity-based payments dependent on the severity of the need of the individual entering services due to a crisis. Acuity payments are designed to assist with any costs incurred above the standard or outside what HCBS Waiver covers. These acuity payments will be calculated from a scale developed by the SCDDO. SCDDO Funding Committee shall determine the need for an acuity payment at the time of referral and as approved by the SCDDO Director. Should a CSP accept someone into services due to a crisis and determine afterwards that the situation might qualify for an acuity payment, they can petition the SCDDO Funding Committee within 30 days to determine if an acuity payment is warranted.

viii. Crisis Providers agree to accept the information detailed in the SCDDO Standardized Crisis Intake Guide as sufficient to initiate services. Other information can be required of individuals entering services due to a crisis but service initiation cannot be delayed for this information. The information outlined in the SCDDO Standardized Crisis Intake Guide has been determined to meet the minimum standard for licensing and regulation compliance. In an extreme case where the information as listed in the Guide cannot be secured by the time the individual requires services (typically abuse, neglect or abandonment case through DCF), SCDDO agrees to notify KDADS licensing staff of the emergency need for services and reason the information could not be secured prior to

service initiation. The Crisis Provider shall receive a copy of the SCDDO notification to KDADS staff for their files.

b. Outcomes, Penalties and Performance Incentives

i. Crisis Providers expressly understand and agree that the below performance outcome will be measured:
   - Number of days to initiate services with target of no more than 14 days to start services.

ii. Crisis Providers expressly understand and agree they are subject to a penalty of $338.61 for every day they exceed the 14-day service initiation standard. The penalties shall be deducted from the quarterly payment.

iii. If funding allows, performance incentives may be awarded to providers that participated in the community service capacity assurance and crisis plan.

[balance of this page intentionally left blank]

APPENDIX E
TECHNOLOGY REQUIREMENTS

MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS

SCDDO uses an on-line training system to deliver training to CSPs to enhance the quality of services delivered to persons served and ensure timely communication regarding changes in organizational policies and practices. Additionally, virtual technology is now an important tool to conduct business and is being used for assessments. The CSP shall use a reasonably current operating system and web browser following W3C standards.

- Operating System
  - Windows
    - Windows 10 or later
    - Windows Server 2016 or later
  - Mac
    - macOS High Sierra 10.13 or later
  - Linux
    - 64-bit Ubuntu 18.04+, Debian 10+, open SUSE 15.2+, or Fedora Linus 32+
  - Android
    - Android 7.0 Nougat
- Internet connectivity, broadband recommended
- CPU 1GHz or higher recommended
- 1 GB RAM or higher recommended
- If using trusted sites feature in certain browsers, the following may be helpful to add but is not a requirement to use the application:
  - Trusted Sites
    - player.vimeo.com - storage location for client-uploaded videos
    - kaltura.com and newrow.com - required for utilizing the Relias Virtual Classroom
    - reliaslearning.skillport.com - required for Skillsoft Courses
  - Allow List
    - reliaslearning.com
    - relias.com
- Supported browsers are Google Chrome or Microsoft Edge and the following browser settings should be configured:
  - Enable Javascript
  - Allow pop-ups for reliaslearning.com
  - Allow cookies from reliaslearning.com

Email Settings

- CSP designated staff will receive e-mail directly from SCDDO staff via the online training system application. To ensure users can receive notifications from the application, the following email addresses and domains should be allowed by your mail server and anti-spam software:
  - no-reply@relias.com

DocuSign Envelope ID: B1A633E3-6E1C-8694-639D-11CB1647AF04

- noreply@alerts.relias.com
- no-reply@alerts.reliaslearning.com

Security

- Firewalls must allow HTTP traffic on port 80 and HTTPS on port 443. Some videos require MMS traffic on ports 554 and 1755. By default, these ports are open on most terminals.

Additional Software

- Access and use of technology to facilitate virtual assessments and/or meetings. At a minimum, this technology has to allow the person served to be seen and heard by the assessor conducting the assessment and/or other SCDDO staff upon request.
  - An internet connection – broadband wired or wireless (3G or 4G/LTE)
  - Speakers and a microphone – built-in, USB plug-in, or wireless Bluetooth
  - A webcam or HD webcam - built-in or USB plug-in

*Exemptions to the technology requirements may be approved for limited license providers. Such requests should be made in writing and sent to the attention of the SCDDO Director for review and approval.

[balance of this page intentionally left blank]

DocuSign Envelope ID: B1A633E3-8E1C-8694-839D-11CB1647AF04

APPENDIX F
RATES FOR STATE AID/STATE GENERAL FUND SERVICES

The population eligible for State Aid/State General Fund services are all those determined eligible for the IDD system which includes individuals age 0 and up.

Service	Unit & Cap	Unit Cost
Adult Day	15 minute unit, max 32 units per day, not to exceed 100 units per week	Medicaid Tier 5 Rate
Residential	1 unit = 1 day, 365 units per year	Medicaid Tier 5 Rate
Financial Management Services	1 unit per month	Medicaid Rate
Personal Care Services - Agency Directed	15 minute unit, Cap determined by authorized funding plan	Medicaid Rate
Personal Care Services - Self Directed	15 minute unit, Cap determined by authorized funding plan	Medicaid Rate
Supported Employment	15 minute unit	Medicaid Rate
Targeted Case Management	15 minute unit	Medicaid Rate
Incidental Client Services	Unit is the cost of the purchase	$1.00
Consumer Emergent Needs/Family Subsidy	Unit is the cost of the purchase	$1.00
Education to Employment Transition	Unit is the cost of the purchase	$1.00
Transportation (Capital, On-Going & Stipends)	Unit is the cost of the purchase	$1.00
Flex Service I/DD	Unit is the cost of the purchase	$1.00
Overnight Respite or Enhanced Care Support	1 unit = one night	Medicaid Rate

[remainder of page left blank]

APPENDIX G
SERVICES TO BE PROVIDED

AFFILIATE will provide the following services marked below, in accordance with all the provisions set forth in this Agreement. The parties will be bound by those supplemental duties relating to each service as defined in the CDDO Contract, HCBS IDD waiver manuals, and as set out in the corresponding **Attachments** to this Agreement, if applicable.

Please check the boxes for each service provided:

IDD WAIVER Services	**CS WAIVER** Services[1]
o Assistive Services ☐ Home/Environment Mods Services ☐ Vehicle Mods Services ☐ Specialized Medical Equipment and Supplies	☐ Behavioral Therapy *(590, 591, 592, 593, 594, 595)*
	☐ Benefits Planning *(580)*
	☐ Career Exploration and Planning *(581)*
☐ Children's Integrated Community Supports	o Family / Caregiver Support and Training: ☐ AD *(570, 571, 572, 573)* ☐ SD
☐ Day Supports ☐ Full ☐ Limited	o Family / Caregiver Support and Training: (Group): ☐ AD *(570, 571, 572, 573)* ☐ SD
o Enhanced Care Service: ☐ AD ☐ SD	
☐ Medical Alert Rental	☐ Home Telehealth *(587, 588)*
o Overnight Respite: ☐ AD ☐ SD	☐ Individual Employment Supports *(581)*
☐ Residential Adult: ☐ Full ☐ Limited	☐ Life Skills *(582, 583)*
☐ Residential Children's	☐ Medication Reminders *(589)*
☐ Specialized Medical Care - LPN	o Non-Medical Transportation *(574)*: Modified Vehicle: ☐ 1 ☐ 2-3 ☐ 4+ Non-Modified Vehicle: ☐ 1 ☐ 2-3 ☐ 4+
☐ Specialized Medical Care - RN	
o ☐ Supported Employment	
Supported Home Care: ☐ AD ☐ SD ☐ Financial Management Services ☐ Personal Care Services	☐ Occupational Therapy *(596, 599)*
	☐ Personal Care Services: ☐ AD *(584)* ☐ SD
☐ Wellness Monitoring	☐ Personal Emergency Response Systems *(579)*
	☐ Physical Therapy *(597, 599)*
NON-WAIVER Service	☐ Remote Support *(578)*
☒ Targeted Case Management	o Respite: ☐ AD *(585, 586)* ☐ SD o Respite (Group): ☐ AD *(585, 586)* ☐ SD
AD = Agency Directed SD = Self Directed	☐ Speech and Language Therapy *(598, 599)*

Affiliate Medicaid Provider Number: 30003917990002

1 For Community Support (CS) Waiver services, codes listed next to each service represent eligible provider specialty codes and are included for internal provider qualification verification and review purposes only.

Docusign Envelope ID: B1A633E3-8E1C-8694-839D-11CB1647AF04

FOR PROVIDER CATEGORY REFERENCE, INFORMATIONAL, and ENROLLMENT PURPOSES ONLY

**** By signing this addendum, the provider attests that it falls within one of the provider categories listed below for each requested CSW service to be provided.****

Behavior Therapy (BT)
Home Health Agency: 590
Registered Behavioral Technician: 591
BT Provider: 592
Licensed Psychologist: 593
Licensed Social Worker: 594
Certified Behavior Analyst: 595

Benefits Planning
Certified Benefits Planner, Benefits Planning Agency: 580

Career Exploration and Planning / Individual Employment Supports
Employment Support Agency, Employment Support Professional: 581

Family / Caregiver Support and Training
Center for Independent Living: 570
Licensed Mental Health Professional: 571
Community Support Provider: 572
Community Mental Health Clinic: 573

Home Telehealth
Home Health Agency: 587
County Health Department: 588

Life Skills
Center for Independent Living: 582
Community Support Provider: 583

Medication Reminders
Medication Reminder Services Provider: 589

Non-Medication Transportation
Contracted Transportation Agency: 574

Occupational Therapy
Occupational Therapy Provider: 596
Home Health Agency: 599

Personal Care Services
Home Health Agency: 584

Personal Emergency Response Systems (PERS)
PERS Provider: 579

Physical Therapy
Physical Therapy Provider: 597
Home Health Agency: 599

Remote Support Services (RSS)
RSS Provider: 578

Respite
Community Mental Health Clinic: 585
Community Support Provider: 586

Speech and Language Therapy (SLT)
SLT Provider: 598
Home Health Agency: 599

docusign

Certificate Of Completion

Envelope Id: B1A633E3-6E1C-8694-839D-11CB1647AF04
Subject: Rainbows FY27 AFFILIATION AGREEMENT
Source Envelope:
Document Pages: 32
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Rebecca Shell
271 W. 3rd Street N., Suite 500
Wichita, KS 67202
rebecca.shell@sedgwick.gov
IP Address: 205.172.12.210

Record Tracking

Status: Original
9/1/2026 12:59:23 PM
Security Appliance Status: Connected

Holder: Rebecca Shell
rebecca.shell@sedgwick.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Rachel Banning rbanning@rui.org President Security Level: Email, Account Authentication (None)	Signed by: Rachel Banning 9EE191C9D36B408... Signature Adoption: Pre-selected Style Using IP Address: 98.168.119.85	Sent: 9/1/2026 1:03:47 PM Viewed: 9/1/2026 4:31:51 PM Signed: 9/3/2026 3:56:51 PM

Electronic Record and Signature Disclosure:
Accepted: 9/1/2026 4:31:51 PM
ID: 1e2f40c9-75b8-438e-ba82-48c48551c921

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2026 1:03:47 PM
Certified Delivered	Security Checked	9/1/2026 4:31:51 PM
Signing Complete	Security Checked	9/3/2026 3:56:51 PM
Completed	Security Checked	9/3/2026 3:56:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Karie.Hughes@sedgwick.gov

To advise Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Karie.Hughes@sedgwick.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Karie.Hughes@sedgwick.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Karie.Hughes@sedgwick.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO during the course of your relationship with Carahsoft OBO Sedgwick County Department of Aging and Disabilities | CPAAA | SCDDO.