

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19725

Sponsor(s): Tony Miller

Date: February 5, 2018

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS.</u>											
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="310 520 1195 741"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$234,200</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$234,200</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____  Prior Year Budget (if applicable): \$234,200 Prior Year Actual Amount Spent (if applicable): _____		Amount authorized by this legislation this fiscal year:	\$234,200	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$234,200	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	
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Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO												
PRIOR LEGISLATION	Prior ordinances and (date):  Prior resolutions and (date): # 19366 February 06, 2017											
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Tina M. Spallo Superintendent of Recreation											
REQUEST SUMMARY	Resolution authorizing the County Executive to execute a contract with Developmental Disability Services of Jackson County – EITAS, accepting partial funding of various programs of the Parks + Rec Department's Special Population Services Division.  The Parks + Rec Department has applied to EITAS for funding assistance for the Department's Special Population Services Division for 2018. The Board has agreed to provide up to \$234,200 for these services for the term of this contract, January 1, 2018 to December 31, 2018.											
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
ATTACHMENTS												
REVIEW	<table border="1" data-bbox="302 1692 1526 1938"> <tr> <td>Department Director: Michele Newman, Director of Parks &amp; Recreation <i>Michele Newman</i></td> <td>Date: 1-26-18</td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>N/A</i></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>R. Oates</i></td> <td>Date: 1-31-18</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: Michele Newman, Director of Parks & Recreation <i>Michele Newman</i>	Date: 1-26-18	Finance (Budget Approval): If applicable <i>N/A</i>	Date:	Division Manager: <i>R. Oates</i>	Date: 1-31-18	County Counselor's Office:	Date:		
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County Counselor's Office:	Date:											

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



December 26, 2017

Jackson County Courthouse  
County Counselor  
415 E. 12th Street  
2<sup>nd</sup> Floor  
Kansas City, MO 64106

Enclosed please find your funding contract for Fiscal Year 2018. There are no contract changes from the one used in 2017 other than the dates of services and the amount funded.

Please note that any payments made to you in 2018 under the 2017 contract, prior to acceptance of this new contract, will be adjusted from the total funding that was approved for 2017. In no instances will total payments be allowed to exceed the total approved amount for FY 2018 without specific EITAS Board approval and a contract amendment.

Please have all copies of the contracts signed and return to my attention no later than February 15, 2018. Thanks for continuing to provide needed services in Jackson County.

Yours truly,

Jake Jacobs  
Executive Director

# Jackson County Parks & Recreation - 2018

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## Contract

This Contract entered into this 1<sup>st</sup> day of January 2018, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

### 1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated August 24, 2017 and approved by the Eitas Board of Directors on December 5, 2017.

Eitas has agreed to fund up to \$234,200 for these services.

### 2. **Term**

The term of this Contract shall be one year from January 1, 2018 to December 31, 2018.

### 3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities

pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

- (i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with and intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and
- (ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

#### **4. Accountability**

- (a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.

The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, indentified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

**5. Contract Billing and Payment**

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

**6. Eitas Policies**

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

**7. Religious Use**

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

**8. Sexual Harassment Policy**

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

**9. Health Insurance Portability and Accountability Policy**

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

**10. Invoices**

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2018 must be submitted to Eitas by January 15, 2019.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.



(v) The price for a cost or service differs from the agreed upon price.

(c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice

(d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider

(e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

(f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

## 11. Notices

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life-threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;

(vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within 24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

(i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;

(ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and

(iii) Any other Provider response to an investigation.

(iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.

(v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

## **12. Laws to Govern**

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

## **13. Work Product**

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

**14. Sunshine Law**

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

**15. Inspections**

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

**16. Audit**

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

**17. Termination**

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

**18. Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to [jjacobs@eitas.org](mailto:jjacobs@eitas.org) or its successor.

**19. Modifications**

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.

**IN WITNESS WHEREOF**, the parties set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**JACKSON COUNTY, MISSOURI**

Approved as to Form:

By: \_\_\_\_\_  
County Counselor

By: \_\_\_\_\_  
Frank White, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY - EITAS**

By: \_\_\_\_\_  
Jake Jacobs, Executive Director

**LEGISLATURE**

By: \_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature