## SUBJECT
SD Admissions/Orientation/Oversight/Budget

<table>
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<th>REFER TO POLICY</th>
<th>PROCEDURE NO</th>
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<td>05-001 Admissions-Transitions</td>
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## RELATED PROCEDURES

- 05-001.038 SD Application
- 05-020.B02 SD Authorization for Emergency Services
- 05-031.005 SD File Review
- 05-002.004 TARC Self-Determination Agreement
- 05-022.005 Self-Determination Travel Log
- 05-031.006 SD Shared Living File Review
- 05-032.003 Recipient Parent Living With Statement
- 05-075.001 TARC Self-Determination Shared Living Agreement
- 05-079.001 Emergency Preparedness

## APPLICABLE TARC FORMS

## PROCEDURE:

1. Admissions are determined by the Self-determination (SD) Division. The Self-determination staff will meet with the applicant and individuals in their circle of support once the 05-001.038 SD Application has been received.

2. After completion of a Self-Determination application packet and introductory meeting, the Self-determination Division will review and determine if the applicant’s needs can be appropriately met by the program. If the applicant is seeking a Shared Living Residential placement, the KDADS Request for Shared Living Review Form must be completed as well. For Shared Living Applicants, Self Determination Program Coordinators will assist in completing the Shared Living Home Visit Review Tool. At this point, all applicable releases of information and background screening documentation will be completed. The information provided from the completion of the Review Tool will assist in directing the compilation of all additional information.

3. The Self-determination Division will notify applicant within 10 business days of the decision. If Shared Living has been requested, a decision cannot be made prior to the approval from KDADS.

4. When the individual has been approved for Self-determination, including Shared Living, there will be an orientation process. During orientation, the participant will review with staff the Self-determination notebook which contains all applicable forms and documentation.

5. The process and responsibilities of Self-determination will be outlined with the Individual, the individual’s guardian when applicable, the Personal Administrator and Targeted Case Manager. Except for the Targeted Case Manager, all parties will sign the Self-Determination Agreement or Self Determination Shared Living Agreement, including any necessary addenda as required.

6. All Self Determination Participants, including those who reside with a Shared Living Contractor, shall have an emergency placement plan in place and such plan shall be incorporated into the Participant’s Person- Centered Support Plan.

7. The Self-determination staff will provide on-going training and assistance to Personal Administrator, Person Supported and Guardian as needed to ensure compliance with Self-determination Agreement; including on-site visits with participants to ensure services are being provided.
8. Self Determination staff will develop a budget annually with participants and identify needed supports and program costs. The budget will include an administrative fee payable to TARC, Inc. The amount of the administrative fee shall be set by the Executive Director and Finance Director and reviewed by the TARC Budget and Finance Committee.

9. Self Determination Program Coordinators will provide a copy of the completed budget to the SD Payroll Billing Coordinator, Targeted Case Manager and Personal Administrator and Guardian. Budgets that are established with deficit spending will be reviewed monthly by the assigned SD Program Coordinator and Payroll/Billing Coordinator.

10. Any mileage or travel reimbursements provided for in the Budget will be recorded on the 05-022.005 Self-Determination Travel Log. All other non-staff related expenses that are provided for in the Participant Budget shall be consistent with the TARC, Self-Determination Reimbursement Guide.

11. Self-determination staff will review Medicaid and time documentation bi-monthly.

12. Self-determination staff will maintain records of training requisitions for each Participant's employees, records of attendances to ensure compliance with State and TARC requirements. Employees who are not in compliance cannot be actively employed until training requirements have been successfully met.

13. Self-determination Participants/Guardians and Personal Administrators will receive a Satisfaction Survey, annually.
PROCEDURE:

1. Records will be maintained electronically, and some documentation will also be maintained in paper form.

2. Each file will be labeled with the name of the individual.

3. The files will contain the following Table of Contents:
   A. Intake/Legal
   B. Self-determination
   C. PCSP/BASIS
   D. Funding
   E. Health/BMC
   F. Correspondence

4. All files will be reviewed quarterly and retained in accordance with TARC policy 05-031 Case Records.
POLICY: All services delivered by TARC, Inc. shall adhere to the Individual’s Person Centered Support Plan and shall ensure that the Individual is provided the opportunity to be integrated in his/her community.

GUIDELINES:
1. TARC will provide services in a setting that is integrated in the community and supports access to the greater community.

2. All individuals receiving services shall be given options from which to select where they receive services and those options shall include settings that are not specific to individuals with disabilities. The Person Centered Support Plan (PCSP) shall reflect the options that were offered based upon the individual’s needs, preferences, and resources available. Participants shall be given the opportunity to supply suggestions for both center and community activity options. Monthly activity calendars are in the communal area.

3. All individuals taking part in TARC Services will not be required to receive medical, behavioral and therapeutic services on site at TARC. However, TARC Day Services offers the services of a registered nurse on-site. Behavioral supports will be offered consistent with the individual’s Person Centered Support Plan.

4. All individuals in services who are interested in pursuing employment shall be supported in the process as they look for, obtain, and maintain employment. Employment support services shall be provided in environments that promote inclusion in the workplace and that do not isolate individuals with disabilities from other workers. TARC will ensure that all community job placement sites (enclaves and direct placement) meet the accessibility needs of the individual, provide privacy for personal care needs and offer secure location for personal belongings. Persons Supported will be offered the opportunity to take part in deciding their work schedule and will be afforded the opportunity to select non-work activities at TARC Industries. Non-work activities will not be available at community job sites unless approved by the community employer. Work and non-work activities will be offered to match an Individual’s skills, abilities, and desires consistent with their Person Centered Support Plan.

5. All services offered will be done so in a manner that respects an individual’s right to privacy, dignity and respect, and freedom from coercion and restraint.
   a. Persons Supported may have access to all areas of the building except when access must be limited to ensure the rights and safety of others or the Individual Supported and as specified in their PCSP. Other access restrictions may be imposed to insure compliance with certifications (such as NAID) or business operations of TARC.
   b. Persons Supported will have access to their personal belongings while at TARC and have the right to secure their personal belongings in a locked unit if desired, and access them upon request, unless otherwise specified in their PCSP.
   c. All behavioral supports shall be provided consistently with a Person Centered Support Plan.
6. All services shall be delivered in a manner that optimizes individual initiative, autonomy, and independence in making life choices, including, but not limited to, daily activities, physical environment, and with whom to interact.
   a. Persons Supported shall be given access to their food and personal belongings at all times unless otherwise provided in their PCSP.
   b. Persons Supported shall have the opportunity to select with whom they share meals and at what time, except as limited by their work environment or PCSP.
   c. Persons Supported will be given access to email, internet and telephone without restrictions unless otherwise specified in their PCSP.
   d. Persons Supported are permitted to have visitors while in TARC services but visitors may not have access to all areas of the buildings to protect the privacy and security of others. Other access restrictions may be imposed to insure compliance with certifications (such as NAID) or business operations of TARC.

7. Except as otherwise specified in their PCSPs Individuals who receive Shared Living Residential Services through the TARC Self-Determination program will have:
   A. the right to take part in all decisions regarding their furnishings, décor, and location of residence. Their Shared Living Agreement will specify the rights and responsibilities of the parties to the Shared Living Agreement.
   B. access to the home that can be locked by the person-served, with only proper staff having keys to the door.
   C. the ability to have privacy when they choose and the ability to restrict access to their personal space.
   D. input into setting their daily routines for hygiene, recreation and meal times.
   E. access to laundry and provided support as appropriate for doing their laundry.
   F. access to all common areas of the home.
   G. access to the kitchen and use of microwave and refrigerator.
   H. the right to have visitors.
   I. access and information related to community activities and events.

8. All Shared Living Residential sites must be physically accessible to the individual supported at the site. Accommodations must be made to offer the supports needed by the individual to maximize their independence.

9. Except as otherwise provided in their PCSPs, and as appropriate for their age, children who receive services through TARC’s Children’s Residential Program will have:
   A. privacy when they choose and the ability to restrict access to their personal space.
   B. living space shall be arranged in such a way to afford privacy during personal care
   C. privacy while using the telephone, internet and other personal communication devices.
   D. access to all communal areas of the home to the same degree as other members of the home.
   E. the right to have visitors.
   F. access and information related to community activities and events
   G. the right to be treated the same as other children living in the home.
   H. The right to have the home physically accessible to promote independence and self-sufficiency.
POLICY: All TARC Programs will utilize a comprehensive approach to preventing, de-escalating, and as needed, intervening when the behavior of an individual poses a threat of harm to themselves or others.

GUIDELINES:

1. All TARC staff will receive training directed by The Kansas Institute of Positive Behavior Supports. All restrictive programs must meet the requirements of Article 63 and be approved by individual’s team which includes a parent/guardian (if applicable) and be submitted in writing.

2. Any restrictive procedure must be approved by the Behavior Management/Human Rights Committee and documented in the Behavior Management/Human Rights Committee minutes.

3. Use of corporal punishment and/or verbal abuse will result in immediate termination of staff involved (see policy 03-063 Progressive Discipline).
### Medication Administration

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**REFERENCED POLICIES**

- 05PR024-A01 Medication Error

**RELATED PROCEDURES**

- 05-020.001 Incident-Injury Report
- 05-024.001 Current Medication Information
- 05-024.002 Seizure Activity Tracking

**APPLICABLE TARC FORMS**

**POLICY:** All persons supported by TARC will have their medications recorded in their file. Medication will be maintained and dispensed in compliance with CDDO contract licensing guidelines in conformance with the provisions of KSA 65-1124.

**GUIDELINES:**

1. All medication will be administered by staff members designated by the TARC Nurse and only after appropriate training has been given and documented.
2. Self-Determination Participants will have all staff who will administer medications trained by the TARC staff nurse.
3. Day Services/Senior Services and TARC Industries/Employment Services programs will store medication in a locked area approved by the TARC Nurse.
4. No medication will be given without appropriate documentation.
5. All medication will be administered as outlined by the individual's prescription.
6. All medication administration will be documented by the individual administering the medication.
7. Medication will be administered with the level of support that is documented in the Person Centered Support Plan.
8. Persons Supported who self-administer medication without any level of support are solely responsible for the safekeeping of medication while in TARC Services.
POLICY: TARC Self Determination Participant Staff are required to complete all initial and subsequent trainings per the Guidelines.

GUIDELINES:

1. Self-determination Participant's employee(s) will receive annual training in and Abuse, Neglect and Exploitation, Whistleblower, Emergency Preparedness. Self-determination Participant's employee(s) will receive biennial training in First Aid and CPR. If applicable, Self Determination Participant's employee(s) will receive Medication Support training upon hire and as needed for medication changes.

2. Training can be accessed from any appropriate training center or online, if available. A calendar of training availability at TARC can be provided upon request and posted on the TARC website.

3. Self-determination Division will request a copy of the certificate for the completed training, which will be filed in the participant's file. Requirements will be tracked by Self-determination staff.

4. Participant employee's class cost will be reimbursed by TARC.

5. Staff who are not current with respect to their training requirements will not be eligible to be paid for supports provided.
1. Participants in Self-determination will have their prospective employees sign a release of information form to obtain information from the following agencies. The original completed forms will be kept in the Self-determination participant’s file.
   A. Kansas Bureau of Investigation
   B. DCF Adult Protective Services
   C. DCF Children’s Protective Services
   D. Kansas Nurse Aid Registry
   E. Office of Inspector General (OIG)
   F. Motor Vehicle Report

2. Background Checks will be completed in accordance with KDADS Informational Memo regarding Background Checks dated 1/24/17.

3. Participants who reside in a Shared Living arrangement shall have additional background and reporting requirements. Self Determination staff shall complete all screening consistent with the requirements set forth in the Shared Living Program Design Interim Guidance dated 5/24/16.
POLICY:  TARC will provide a sound financial base under which its programs and services are carried out.

GUIDELINES:
1. TARC will comply with state and federal regulations.
2. TARC will utilize an accrual system of accounting and will conform to Generally Accepted Accounting Principles (GAAP).
3. Accounting records will include original documents which support financial transactions. Financial records will be maintained a minimum of 6 years (longer if a state or federal audit is in progress or when any audit findings, litigation or claims involving the records have not been resolved). At the end of the required holding period, the records will be sent to shredding as authorized by the Finance Director.
4. Property and equipment purchases of $2,500 or more are capitalized at cost, effective January 1, 2018. Contributed property and equipment are stated at fair value as of the date the contributed property is transferred to TARC, Inc. Depreciation is provided for over the estimated useful lives using the straight-line method. Repairs and maintenance costs are charged to expense; betterments and renewals are capitalized. When property or equipment are disposed of, the cost and related accumulated depreciation are removed from the accounts and any related gain or loss is charged to income. TARC employees will receive first opportunity to purchase TARC vehicles up for sale. This will take place by silent bids submitted to Finance. A minimum value will be determined based on Blue Book or similar valuation service.
5. The Board reviews financial reports for planning, managing and providing accountability. Reports include an annual budget approved by the Board and monthly comparative Statements of Financial Position, Statements of Activities, Statements of Cash Flows, and Statements of Revenue and Expenses by Function.
6. Each year, the combined TARC Budget and Finance Committee will review the upcoming budget and present it to the Board for approval.
7. An annual audit will be performed by an independent CPA firm. The results of the audit will be reviewed by the combined Budget and Finance Committee and reported to the Board.
8. TARC will maintain adequate insurance coverage on buildings, equipment, vehicles and inventory, as well as general and professional liability insurance, computer security/fraud, bonding of personnel and Directors and Officers and/or other coverage, as needed.
9. Checks will not be drawn payable to "cash" or bearer. No blank checks will be signed. Two authorized signatures are required on checks.
10. All Electronic Funds Transfers (EFTs) are processed through the accounts payable system the same as checks.
11. Checks and cash receipts up to $500 are received at the front desk. For cash receipts over $500 or special events the person collecting the cash will complete a Cash Receipt Form and deliver to the Accounts Payable Coordinator.
12. Liquidity Management- Based on historical cash requirements, management prefers to maintain about $1 million in TARC, Inc.'s checking account and about $15K in TARC Foundation's checking account. TARC, Inc. also maintains a checking account on behalf of the Self-Determination program. Funds are transferred to that account based on Medicaid billings and other program activity. Because the balances in TARC, Inc.'s checking account and the Self-Determination checking account routinely exceed the FDIC insured balance of $250K, excess funds are swept into Insured Cash Sweep accounts as needed. These funds are invested in other FDIC-insured institutions in increments of less than $250K.

Annually, the balances in the TARC, Inc. and TARC Foundation checking accounts are compared to the desired targets. If excess funds are available in TARC, Inc.'s checking account, they may be transferred to the Foundation for long-term investment purposes. Clayton Wealth Partners manages the Foundation's long-term investments in accordance with TARC's investment policy. Most funds are invested in mutual funds or exchange traded products. Some cash reserves are maintained in a cash reserves fund. While these funds are intended to be invested long-term, they are available for annual operations if needed.
13. Functional Expense Allocation-Most expenses are identified as expenses of specific programs or supporting functions. Other expenses are attributable to more than one program or supporting function and therefore require allocation on a reasonable basis that is consistently applied. Those expenses include salaries and benefits which are allocated based on estimates of time and effort, information technology costs which are allocated based on assigned equipment and building depreciation and occupancy costs which are allocated based on square footage.
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<td>APPLICABLE TARC FORMS</td>
<td>05-002.004 TARC Self Determination Agreement</td>
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1. Self-determination staff will develop a budget annually with participants and identify needed supports and program costs.

2. The TARC Self-determination budget will include an administrative fee, payable to TARC, Inc.

3. Each Self-determination Participant or his/her Guardian, Personal Administrator and Self-Determination Program Coordinator will sign the Self Determination Agreement which identifies the amount of the administrative fee paid to TARC.

4. Self-determination Coordinators will forward in a timely fashion a copy of the completed budget to the following:
   - SD Payroll Billing Coordinator
   - Targeted Case Manager
   - Personal Administrator or Guardian, if different than the Personal Administrator

5. Budgets that are established with deficit spending will be reviewed and monitored monthly by the SD Payroll Billing Coordinator and assigned SD Program Coordinator.

6. Participants whose budget allows for funds to be utilized for the purchase of goods
POLICY: All TARC personnel are mandated reporters. TARC will report all incidents of suspected abuse/neglect/exploitation (ANE) as required by Kansas law. TARC will post the appropriate contacts for notification of alleged abuse, neglect, and exploitation in each building.

GUIDELINES:

1. All staff will receive annual training on how to identify and report suspected ANE following Kansas statutes and regulations (30-63-28). ANE training is offered to persons supported, parents and guardians monthly. Completion of the ANE training will be documented.

2. All staff who suspects that ANE has occurred will contact the Division Director in writing as soon as possible. Personnel reporting suspected abuse, neglect, and/or exploitation of a vulnerable adult will call Adult Protective Services (APS). Personnel reporting suspected abuse, neglect, and/or exploitation of a child will contact Child Protective Services (CPS). All reports made outside of regular business hours regarding vulnerable adults and/or children will be made to the Kansas Department for Children and Families (KDCCF) and to the local law enforcement at the posted numbers or on-line at https://prcform.dcf ks.gov/kipslive/. For TARC Adult Service programs concerns for the well-being of an individual in TARC Services that does not rise to the level of ANE will nonetheless be documented on the 05-010.003 Information Report form and will be forwarded to the Division Director.

3. The Division Director or designee of TARC Adult Services will complete a 05-020.001 Incident-Injury Report and file a Critical Incident Report in BCI within 24 hours of the incident. Depending on the circumstances, an Adverse Incident Report may be required by KDADS as well (https://apex.kdads ks.gov/vmpd18/f?p=199:15.)

4. Staff who fail to report incidents of suspected ANE are subject to termination.

5. Upon receipt of a report involving a TARC staff member, TARC will follow the Memorandum of Agreement entered into between TARC, Inc. and the Kansas Department for Children and Families (KDCCF) regarding the internal investigation protocol which is to be followed. If KDCCF declines the matter for investigation, TARC will still conduct its own internal investigation. The internal investigation will be completed by a Program Director to whom the alleged perpetrator is not assigned, in consultation with Human Resources and the Executive Director. During such internal investigation of a report of abuse, neglect, exploitation or financial exploitation, the named employee will be re-assigned to a non-direct care area or placed on administrative leave, as the circumstances may warrant.

6. Following completion of the internal investigation, a written report will be completed, attached to the ANE Report Form and forwarded to the Human Resources Director, along with any Corrective Action Plan needed.

7. Notwithstanding the above procedures all staff have the right to report anonymously.
POLICY MANUAL – ADMINISTRATIVE SECTION

Whistleblower Policy

SUBJECT

POLICY NO

04-038

EFFECTIVE

06-28-10

REVISED

DATES

06-27-11, 10-24-11

REVIEWED

09-16-19

RELATED PROCEDURES

APPLICABLE TARC FORMS

04-038.001 Acknowledgement Form (Employee)
04-038.003 Acknowledgement Form (Volunteer)
01-011.G01 (08.001.G01) Board Foundation Board Policy Disclosure Review

POLICY: TARC requires directors, officers, volunteers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of TARC, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

GUIDELINES:

1. It is the responsibility of all directors, officers, volunteers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy, i.e. (a) questionable or improper accounting or auditing matters and (b) violations and/or suspected violations of TARC’s Code of Ethics.

2. This Whistleblower Policy is intended to encourage and enable directors, officers, volunteers and employees to raise concerns within TARC for investigation and appropriate action prior to seeking resolution outside TARC. No director, officer, volunteer or employee who, in good faith, reports a concern shall be subject to retaliation or, in the case of an employee, adverse employment consequences.

3. A volunteer or employee who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

4. TARC has an open door policy and suggests employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, employees should first discuss their concern with their immediate supervisor. If, after speaking with his or her supervisor, the employee continues to have reasonable grounds to believe the concern is valid, the employee should report the concern to the Human Resources Director or Board Treasurer. In addition, if the employee is uncomfortable speaking with his or her supervisor, or the supervisor is a subject of the concern, the individual should report his or her concern directly to the Human Resources Director or Board Treasurer.

5. If the concern was reported verbally to the Human Resources Director or Board Treasurer, the reporting employee, with assistance from the Human Resources Director or Board Treasurer, will record the concern in writing.

6. The Human Resources Director will promptly report the concern to the Board Treasurer, who serves as the chair of the Budget & Finance Committee (TARC’s Audit Committee) which has specific and exclusive responsibility to investigate all concerns. If the Human Resources Director, for any reason, does not promptly forward the concern to the Board Treasurer, the reporting employee should directly report the concern to the Board Treasurer. Contact information for the Board Treasurer may be obtained through the Human Resources Division.

7. Concerns may also be submitted anonymously. Such anonymous concerns should be in writing and sent directly to the Human Resources Director or Board Treasurer.

8. Concerns may also now be submitted through the TARC website at www.tarcinc.org/contactus/

9. Directors, officers and other volunteers should submit concerns in writing directly to the Board Treasurer. Contact information for the Board Treasurer may be obtained from the Human Resources Division.

10. The Board Treasurer will notify the sender of the reported concern an acknowledgement receipt of the concern within five (5) business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted concerns.
11. The Human Resources Director is responsible for investigating all reported complaints and allegations concerning violations and advise the Executive Director and the Board Treasurer of any such report.

12. Appropriate corrective action will be recommended to the Board of Directors, if warranted by the investigation. In addition, action will be taken to include a conclusion and/or follow-up with the complainant for complete closure of the concern.

13. Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice or a violation of the Code of Ethics. The act of making allegations that prove to be unsubstantiated and that prove to have been made maliciously, recklessly or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

14. Reports of concerns, and investigation pertaining thereto, shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

15. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.
POLICY: TARC will comply with all federal, state and local laws to detect and prevent fraud, waste and abuse regarding payments to TARC from federal and/or state healthcare programs and to provide protections for those who report actual or suspected wrongdoing. This policy applies to the Board of Directors, employees, volunteers, independent contractors/consultants and agents of persons supported associated with TARC. The purpose of this policy is to comply with the Federal Deficit Reduction Act of 2005.

GUIDELINES:
I. Compliance Program & Code of Conduct
   1. The [03-036.002 TARC Code of Ethics](#) sets forth the values and standards of conduct which govern the behavior of everyone associated with TARC. All TARC employees and volunteers receive initial training on the Code of Ethics during New Staff Orientation. The Code of Ethics is reviewed with all employees during the annual performance evaluation process and all signed copies of the Code of Ethics are maintained in the employees’ personnel files.
   2. Compliance policies and procedures are set forth in detail in the TARC Compliance Plan and are also available on the TARC computer network system and in the TARC Employee Handbook, which is distributed to all employees annually.

II. Federal False Claims Act
   1. The Federal False Claims Act imposes civil liability on any person who:
      - Knowingly files a false or fraudulent claim for payments to Medicare, Medicaid or other federally funded health care programs
      - Knowingly uses a false record or statement to obtain payment on a false or fraudulent claim from Medicare, Medicaid or other federally funded health care program
      - Conspires to defraud Medicare, Medicaid or other federally funded health care program by attempting to have a false or fraudulent claim paid
      - Falsely certifies the type or amount of property to be used by the Government
      - Certifies receipt of property on a document without completely knowing the information is true
      - Knowingly buys Government property from an unauthorized officer of the Government
      - Knowingly makes, uses, or causes to be made or used a false record to avoid, or decrease an obligation to pay or transmit property to the Government.

III. Detecting and Preventing Fraud
   1. TARC expects its employees to do everything they can to prevent and detect false claims and potentially fraudulent behavior. TARC provides the following measures to accomplish this:
      - Provide employee and volunteer training
      - Investigate reports of potential violations from employees in a timely manner
      - Investigate complaints regarding potential violations from persons supported, family members and guardians, and visitors in a timely manner
- Provide anonymous and confidential reporting mechanisms
- Protect employees who report potential fraud and/or abuse
- Perform background checks and screen all new employees upon hire and annually thereafter
- Perform internal risk assessments and monitor higher risk areas
- Perform internal and external audits
- Correspond with state and federal agencies regarding potential concerns

IV. Reporting Non-Compliance
1. Reporting actual or potential noncompliance is a condition of employment for all TARC employees.
2. All TARC employees and volunteers will receive training on the reporting process.
3. Retaliation against members of the Board of Directors, employees, volunteers, independent contractors/consultants or agents of persons supported who report in good faith is prohibited.
4. Any independent contractor/consultant or employee of a person supported who has concerns about the work they do for TARC or work done by TARC should report those concerns in writing to the Board Treasurer.

V. TARC Policies on Prevention and Detection of Fraud and Abuse
1. All TARC employees will be aware of TARC policies regarding detection and prevention of health care fraud and abuse. These policies can be accessed via the TARC internal computer network system or by contacting the Human Resources Director.
2. TARC policies relevant to the prevention and detection of fraud and abuse include:
   - 03-004 Nepotism
   - 03-006 Credential Verification Background Screening
   - 03-036 Staff Competencies
   - 03-070 Conflict of Interest/Arm’s Length Transactions
   - 04-016 Finance Policy

VI. Federal & State Regulations
1. Federal law, including the False Claims Act and the Program Fraud and Civil Remedies Act, and Kansas laws prohibit the knowing submission of false claims or statements to the government for payment. These laws define false claims as "knowingly submitting false or fraudulent claims for payment to the federal or state government or making or using a false record or statement in connection with the submission of a claim for payment to the government".
2. Violations can subject TARC and those involved in the violation to significant fines as well as criminal penalties.
3. Detailed information about the provisions of the federal False Claims Act, the federal Program Fraud and Civil Remedies Act and Kansas’ civil and criminal state laws pertaining to false claims and statements are available to all members of the Board of Directors, employees, volunteers, independent contractors/consultants and agents of persons supported through the Human Resources Director.

VII. Reporting Outside of TARC
1. A person may become a whistleblower and notify the government of known or suspected fraudulent activity at TARC.
2. TARC is prohibited from retaliating against persons who notify the government of potential fraud and/or abuse violations.

VIII. Training
A. Employees
1. All TARC employees will receive training on identifying, preventing and detecting false claims and potentially fraudulent behavior upon hire during New Staff Orientation.
2. All TARC employees will review this policy annually with their immediate supervisor and/or Division Director at the time of the annual performance evaluation review meeting.
3. All TARC employees will receive the most current version of this policy in their annual Employee Handbook.

B. Board of Directors
4. Members of the Board of Directors will receive training on identifying, preventing and detecting false claims and potentially fraudulent behavior during their initial orientation to their board responsibilities.
5. All Board of Directors members will receive a copy of this policy to be included in their official Board Notebook.

C. Volunteers

04-039 Deficit Reduction Act of 2005-Fraud Abuse
1. Volunteers will receive training on identifying, preventing and detecting false claims and potentially fraudulent behavior during their initial orientation to TARC.

2. Volunteers will receive a copy of this policy in their Volunteer packet.

D. Independent Contractors/Consultants

1. Independent Contractors/Consultants will receive training on identifying, preventing and detecting false claims and potentially fraudulent behavior at the time the official contract is signed.

2. Independent Contractors/Consultants will receive a copy of this policy along with the copy of their signed contract with TARC.

E. Agents of Persons Supported

1. Agents of Persons Supported will receive training on identifying, preventing and detecting false claims and potentially fraudulent behavior upon hire by the person supported.

2. Agents of Persons Supported will receive a copy of the most current version of this policy upon hire.

IX. Enforcement

A. Employees, Board of Directors, Volunteers, Independent Contractors/Consultants, Agents of Persons Supported:

1. Persons acting in violation of this policy are subject to disciplinary action, up to and including termination of their relationship with TARC.
Your Information.
Your Rights.
Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.
<table>
<thead>
<tr>
<th><strong>Get a list of those with whom we’ve shared information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.</td>
</tr>
<tr>
<td>• We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.</td>
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<thead>
<tr>
<th><strong>Get a copy of this privacy notice</strong></th>
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<tbody>
<tr>
<td>• You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.</td>
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<tr>
<th><strong>Choose someone to act for you</strong></th>
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<tbody>
<tr>
<td>• If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.</td>
</tr>
<tr>
<td>• We will make sure the person has this authority and can act for you before we take any action.</td>
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<tr>
<th><strong>File a complaint if you feel your rights are violated</strong></th>
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</thead>
<tbody>
<tr>
<td>• You can complain if you feel we have violated your rights by contacting us using the information on the back page.</td>
</tr>
<tr>
<td>• You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting <a href="http://www.hhs.gov/ocr/privacy/hipaa/complaints/">www.hhs.gov/ocr/privacy/hipaa/complaints/</a>.</td>
</tr>
<tr>
<td>• We will not retaliate against you for filing a complaint.</td>
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## Our Uses and Disclosures

### How do we typically use or share your health information?
We typically use or share your health information in the following ways.

<table>
<thead>
<tr>
<th><strong>Treat you</strong></th>
<th>• We can use your health information and share it with other professionals who are treating you.</th>
<th><strong>Example:</strong> A doctor treating you for an injury asks another doctor about your overall health condition.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Run our organization</strong></td>
<td>• We can use and share your health information to run our practice, improve your care, and contact you when necessary.</td>
<td><strong>Example:</strong> We use health information about you to manage your treatment and services.</td>
</tr>
<tr>
<td><strong>Bill for your services</strong></td>
<td>• We can use and share your health information to bill and get payment from health plans or other entities.</td>
<td><strong>Example:</strong> We give information about you to your health insurance plan so it will pay for your services.</td>
</tr>
</tbody>
</table>

continued on next page
Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
  - For workers' compensation claims
  - For law enforcement purposes or with a law enforcement official
  - With health oversight agencies for activities authorized by law
  - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.
POLICY MANUAL – SERVICES SECTION

SUBJECT: Program Related Grievances

<table>
<thead>
<tr>
<th>EFFECTIVE</th>
<th>REVIEWED</th>
<th>REVISED DATES</th>
<th>POLICY NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-18-91</td>
<td>09-16-19</td>
<td>06-11-98, 04-30-04, 08-22-08, 10-22-12, 10-17-16, 01-20-17</td>
<td>05-007</td>
</tr>
</tbody>
</table>

REFERENCED POLICIES: CDDO 06-020 Dispute Resolution

RELATED PROCEDURES:

APPLICABLE TARC FORMS:
- 05-007.002 Services Grievance Form
- 05-007.004 Title VI Complaint Form
- 05-007.005 Title VI Investigations-Lawsuits-Complaints

POLICY: Persons supported and parents/guardians who have concerns or complaints regarding direct services are encouraged to seek resolution through the grievance process.

GUIDELINES:

1. All persons utilizing supports and services from TARC, Inc. will have the opportunity to provide input, feedback and suggestions.

2. Any concerns or grievances regarding services received or regarding the staff providing supports, will first be encouraged to be addressed directly with the Program or Family Coordinator.

3. If the situation is not resolved to the person/family’s satisfaction or if those involved are uncomfortable addressing the issue directly with the staff, then the person/family should contact the Director or Assistant Director of the Division.

4. All complaints will be addressed within five (5) working days. Attempts to address the specific concerns of families enrolled in services can include individual meetings with the family members, team meetings, telephone conversations and email correspondence. The staff members involved in addressing the issue will document the interactions that occur. The family may be asked to submit their concerns in writing.

5. If the family is not satisfied with the response, the issue will be forwarded to the Executive Director of TARC, Inc. The Executive Director will respond to the grievance with a meeting within ten (10) working days. If the person supported/guardian is not satisfied with the response of the Executive Director, the person supported/guardian may request a meeting with the TARC Executive Committee. The person supported/guardian grievance will be forwarded to the Executive Committee and a meeting will be set within ten (10) working days. After the meeting with the TARC Executive Committee, a written reply will be made within five (5) working days. The decision of the Executive Committee will be the final agency response.

6. If the concerns cannot be resolved:
   A. For persons supported through Children's Services tiny-k, a copy of the Child & Family Rights from the Kansas Department Heath and Environment will be reviewed with the family and support will be provided to follow those procedures.
   B. For all other programs, the person supported/guardian should follow the Community Developmental Disabilities Organization (CDDO) Policy 06-020 Dispute Resolution.
# Self-Determination Shared Living

**SUBJECT**

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Dates</th>
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<tbody>
<tr>
<td>12-04-2017</td>
<td>REVIEWED</td>
<td></td>
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<tr>
<td>10-30-2017</td>
<td></td>
<td>06-13-18, 10-15-18</td>
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</table>

**POLICY NO** 05-075

**RELATED PROCEDURES**

- 05-075.001 TARC Self determination Shared Living Agreement
- 05-075.002 Shared Living Personal Preference Agreement
- 05-075.003 Shared Living Safety Plan-Gun Safety
- 05-075.004 Shared Living Pool Safety Plan
- 05-075.005 Contract to Provide Shared Living Residential Services

**APPLICABLE TARC FORMS**

**POLICY:** TARC Self-Determination will follow recommendations and guidelines of the Shared Living Program Design.

**GUIDELINES:**

1. The Shared Living Contractor and TARC shall enter into an agreement and Shared Living Contractor will provide residential support services, with the oversight of TARC, Inc. as Licensed Provider. Shared Living Contractor is responsible as follows:
   
   A. The Shared Living Contractor agrees that Shared Living is not an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IDD); Specialized Medical Services; Home Health Services or other State plan services, and may not be licensed to provide these services.
   
   B. The Shared Living Contractor, and anyone working for Shared Living Contractor and others living in the home of adult age, must comply with all applicable local, state and federal laws, HIPAA, Deficit Reduction Act, ordinances and regulations related to services provided in the home and rights of the persons being served including, but not limited to, the DD Reform Act (K.S.A. 39-1801 et seq.), K.A.R. 30-63-01 et seq., the Home and Community Based Waiver regulations (K.A.R. 30-64-01 et seq.), applicable Managed Care Organization Provider Manual, applicable provisions within Community Service Provider affiliate agreement with its CDDO, applicable KDADS policies, procedures and program requirements, CDDO policies, and applicable Community Service Provider policies and procedures or management procedures incorporated into this document.
   
   C. The Shared Living Contractor shall not subcontract any of the services outlined within the contract. Shared Living Contractor agrees that he/she/they shall be the only person(s) providing the services, except for a respite worker(s) or supporting worker(s) and/or adult members of the Shared Living Contractor's family who have been approved and trained.
   
   D. The Shared Living Contractor shall maintain a skill set to provide appropriate supports to the person(s) as outlined in the person-centered plan(s) or meet the person(s) support needs if they change by seeking appropriate training.
   
   E. The Shared Living Contractor shall provide a pool safety plan if a pool is present.
   
   F. The Shared Living Contractor shall not allow more than three non-related adults with intellectual or developmental disabilities to live in the residence and receive licensed, Residential Supports. Foster children cannot live within the same home as an adult who is receiving Shared Living services. The Shared Living Coordinator agrees that exceptions may be granted under extraordinary circumstances by the CDDO (if required), Foster Care Agency, KDADS and/or KDHE on a case-by-case basis and agrees to seek an exception if necessary. The Licensed Provider will notify the Person Supported’s Managed Care Organization (MCO) of the Exception.
   
   G. The Shared Living Contractor, and anyone working for Shared Living Contractor and other person living in the home of adult age (18): will not have a confirmed case of abuse, neglect or exploitation (ANE) as specified in K.A.R. 30-63-28(f) or any of the prohibited offenses outlined in KSA 39-970 & 85-5117.
   
   H. The Shared Living Contractor and anyone working for Shared Living Contractor and others living in the home who are of adult age that drive the person must have a Motor Vehicle Record (MVR) that clears him or her for driving.
I. The Shared Living Contractor must comply with all background checks requested by TARC, Inc. for any persons working for Shared Living Contractor and others living in the home of adult age which include but are not limited to DCF Adult Abuse Registry, DCF Child Abuse Registry, KBI Criminal Background, KS Nurse Aid Registry (if applicable), KDADS Adult ANE Registry, Health and Occupational Credentialing (HOC), OIG Sanction History, Social Security Number Name and Address Trace, National Criminal History and 50 State Sex Offender Background check. All required background checks must be completed prior to placement and then every two years during their month of hire.

J. The Shared Living Contractor agrees to report to TARC, Inc. any motor vehicle violations, arrests, police involvement, criminal activity in the home or convictions.

K. The Shared Living Contractor and anyone working for Shared Living Contractor may not have ever been convicted of Medicaid fraud and must let TARC, Inc. know if under investigation for Medicaid Fraud.

L. The Shared Living Contractor must notify TARC, Inc. if conditions change within the home or family structure during the term of the contract. If it is a planned change, the provider should be notified within 30 days. If there’s an unplanned change, the provider must be notified within five business days.

M. The Shared Living Contractor must notify TARC, Inc. within five calendar days if someone moves into the residence permanently.

N. The Shared Living Contractor must be compliant with visits, announced and unannounced, by family/guardians/Licensed Provider/CDDO/State/guests of the member/MCO.

O. The Shared Living Contractor must cooperate with investigations from Licensed Provider, MCO, CDDO, law enforcement and the State as specified in K.A.R. 30-63-28(e), KDADS policies and procedures or otherwise allowable by law.

P. The Shared Living Contractor must cooperate with providing any requested records by Licensed Provider, MCO, CDDO, and the State of Kansas including KDADS and KDHE.

Q. The Shared Living Contractor must have proof of home owner or rental and auto insurance – amounts must meet or exceed the Kansas Kansas and TARC, Inc. requires and include notification of any insurance lapse.

R. The Shared Living Contractor agrees to declare all guns in the person’s home and submit an approved safety plan.

S. The Shared Living Contractor understands TARC, Inc. must implement corrective action if any conditions under 30-63-30(b)(2) are found to exist.

T. The Shared Living Contractor will comply with any local, state or federal law related to compliance with workers compensation and unemployment as required.

U. The Shared Living Contractor agrees to the following additional requirements:
   • Participation in a placement study and/or an in-home family interview
   • Inspection and approval of the physical home
   • Ability to meet physical support needs of the person
   • Completion of a series of pre-placement training courses that meet minimum state of Kansas training standards
   • Participation in the development of a Shared Living Personal Preferences Agreement between Shared Living Contractor(s) and the person to ensure quality outcomes addressing each person’s lifestyle preferences
   • Purchase and maintenance of required insurance. Shared Living Contractor will be required to sign a release for their insurance company to notify the provider of lapse in coverage.
   • Willingness to participate in the Participant’s Person Centered Support Planning meeting and implementation of the Person Centered Support Plan as specified in K.A.R. 30-63-21
   • Successfully passing required background checks and screenings (such as criminal history check, and checks for any history of abuse, neglect or exploitation).
   • NOT be the guardian, conservator, DPOA, DMPOA, Targeted Case Management Agency or payee for the person and provide Shared Living services to a person.
   • NOT be owner/operator/ED/CEO of Licensed Provider.
   • Follow the person-centered support plan and complete goal documentation as required.
   • MUST be at least 18 years of age.
   • Paid Respite Requirements

V. Shared Living Contractor agrees that the following minimum requirements shall be met by all paid caregivers:
- Ability to meet physical support needs of the person.
- Completion of a series of pre-employment training courses and meet minimum training standards
- Successfully passing required background checks and screenings (such as drug screening, criminal history check, and checks for any history of abuse, neglect or exploitation).
- NOT be the parent, spouse, brother, sister, guardian, conservator, DPOA, DMPOA or payee for the person.
- Follow the person centered support plan and complete goal documentation as required.
- Must be at least 18 years of age to provide paid respite and must be at least 16 years of age to provide natural support respite.
<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>Self – Determination Shared Living – Conflict of Interest</th>
<th>POLICY NO</th>
<th>05-076</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE</td>
<td>12-04-2017</td>
<td>REVIEWED</td>
<td>09-24-19</td>
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<tr>
<td>REVISED DATES</td>
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<tr>
<td>REFERENCED POLICIES</td>
<td>05-075</td>
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<tr>
<td>RELATED PROCEDURES</td>
<td></td>
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<tr>
<td>APPLICABLE TARC FORMS</td>
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**POLICY:** Shared Living Contractor and anyone working for the Shared Living contractor are to ensure the relationships with persons in Shared Living are professional.

Shared Living contractors cannot be the parent, spouse, brother, sister, guardian, conservator, durable power of attorney (DPOA), medical power of attorney (MPOA) or representative payee for the person. The Shared Living Contractor cannot be a Targeted Case Manager and provide Shared Living Services as a contractor.

**GUIDELINES:**

1. All Shared Living Contractors will complete an Application through the TARC Self-Determination Program and will be asked questions regarding their relationship to the Person Supported who will reside in their home. Except for those Shared Living Contractors who were providing Residential Services in a Shared Living arrangement prior to the Effective Date of the Shared Living Program Design, the above stated restrictions shall be strictly enforced.
2. Per TARC Policy 05-075, The Shared Living Contractor must notify TARC, Inc. if conditions change within the home or family structure during the term of the contract. This includes any changes in the status of the relationship between the Shared Living Contractor and the Person Supported.
3. The Self Determination Coordinator will notify the appropriate staff of the CCDO and KDADS of any change in status of the Shared Living Contractor which would violate this policy.
POLICY:  
TARC Self-Determination will follow recommendations and guidelines of the Shared Living Program Design for emergency placements. An emergency exists when the Shared Living Contractor is unable to provide the supports necessary for the safety and well-being of the Person Supported.

GUIDELINES:

1. In the event of an emergency, a temporary placement into a Shared Living arrangement can occur under the following conditions:

   A. The Support Team for the Individual, including the CDDO will be notified by the Self-Determination Coordinator that the need for and emergency placement exists. The team will meet either by phone or in person as soon as possible to determine an appropriate alternative placement. Placement must be with a Shared Living Contractor or with staff or living arrangement with TARC Self-Determination that has met all minimum provider requirements and pre-placement training; this must be approved by person and his/her guardian (if applicable).

   B. Placement must be in a residence with an approved home evaluation that was completed by KDADS within 30 days prior to placement.

   C. The length of the contract between TARC Self-Determination and the Shared Living Contractor should be no longer than 90 days, at which time a permanent placement has been identified or the person’s team extends the term of the contract. If an emergency placement contract is extended, all appropriate parties must be notified including QMS, the CDDO and the MCO and all appropriate requisites completed by contractor. In addition, the Person-Centered Support Plan must be reviewed and updated to include any alterations and/or considerations applicable to the Shared Living setting.

   D. Support visits will be completed at an increased frequency during the term of temporary contract, as determined by the team.

   E. A Shared Living Personal Preferences Agreement does not have to be developed and in place prior to placement, however, every effort should be made to ensure that lifestyle preferences for all persons involved in care and the Shared Living arrangement are identified and addressed during support visits. Prior to permanent placement the Shared Living Personal Preferences Agreement must be completed.

   F. Emergency placements may include the next best option to Shared Living if another Shared Living arrangement is not available. Emergency placements must ensure the person(s) are free from abuse, neglect and exploitation. Placement options must meet all training and background checks as required by the State.
POLICY: **TARC Self-Determination will follow the quality assurance recommendations and guidelines of the Shared Living Program Design.**

GUIDELINES:

1. Persons in Shared Living shall have the same rights and responsibilities as other persons receiving HCBS-IDD services in other settings, and all services and supports will comply with the HCBS-IDD Program’s Quality Assurance and Program Integrity measures, CDDO quality assurance, MCO reviews, and other quality assurance reviews.

2. **TARC Self-Determination will ensure compliance with all contractual terms and quality assurance standards that protect an individual receiving HCBS-IDD services from fraud, waste, abuse, neglect and exploitations. All Shared Living Contractors are required to complete annual Whistle Blower training and sign an acknowledgement that such training has been completed. Meetings with Shared Living Contractors will be held several times each year to review required documentation. Independent Contractors will comply with all local, state, and federal laws and regulations.**

3. **TARC will ensure the health, safety and welfare of the person receiving supports and will ensure that all contractual requirements are reviewed with the Shared Living Contractor. Contractual compliance will be reviewed at least quarterly to ensure there is no lapse of federal and state level requirements as well as to ensure quality of services provided to the person and overall satisfaction of all parties involved in the arrangement. This quarterly meeting also serves as the purpose touching base on how all members of the household are doing regarding lifestyle management and consistently meeting the needs of all members involved.**

   A. At this review the following areas will include, but are not limited to:

   1. Minimum training requirements as specified in K.A.R. 30-63-26
   2. Insurance coverage
   3. Respite usage, appropriate training and consents
   4. Natural supports, training and consents
   5. Disaster and emergency planning
   6. Shared Living Personal Preference Agreement
   7. Any changes to the home or family structure
   8. Person centered services and supports
   9. Purchases made by the contractor on behalf of the person (using person’s funds) are made at reasonable fair market values.

4. **Persons in Shared Living shall have the same rights for appeals and grievance as any other person receiving I/DD services per Kansas State policy.**

5. **TARC Self-Determination is committed to supporting cultural and individual diversity and does not discriminate because of race/ethnicity, color, religion, sex, including marital status, national origin, ancestry, age, sexual orientation, disability or veteran status in its recruitment, retention, or development of Shared Living Contractors or persons receiving Shared**
Living services. The Shared Living goals are aimed at fostering an understanding of cultural and individual diversity as it relates to shared lifestyles.