

3. **AFFIRMATIVE OBLIGATIONS OF HHP.** HHP shall:

- A. Provide the Services in accordance with the SP, the ISSP, and this Contract;
- B. Provide assistance and support services to the Participant to promote a successful living environment as Laradon deems reasonable, appropriate and economically feasible;
- C. Provide physical environmental conditions in accordance with the Home Location and Design Checklist criteria; provided, however, that no change in location or conditions shall be made without the prior written consent of Laradon;
- D. Promptly notify Laradon of any proposed change of HHP's primary residence, and receive written approval of Laradon and the CCB prior to relocating the primary residence. Any failure by HHP to obtain prior approval of any such relocation will entitle Laradon to immediately terminate this Contract. In addition, HHP shall indemnify and hold harmless Laradon, its officers, directors, employees, agents and representatives (the "Laradon Indemnified Parties") for any damages, losses, charges, liabilities, actions, suits, proceedings, payments, judgments, settlements, assessments, deficiencies, taxes, interest, penalties, and reasonable costs and expenses (including reasonable attorneys' fees and out-of-pocket disbursements) imposed on, sustained, incurred or suffered by, or asserted against, any of the Laradon Indemnified Parties, arising out of or resulting from, HHP's failure to receive CCB approval of a change in residence (which may result in HHP no longer receiving payment under this Contract and/or the Participant no longer residing with HHP at HHP's new place of residence);
- E. Notify the Program Manager of: (i) any changes affecting the living or program circumstances of Participant prior to making any changes including, but not limited to, day/employment programs and names and numbers of other persons living in the home; (ii) any changes in HHP's marital status, financial status, health status, physical limitations, and any infectious or contagious diseases that could affect the provision of Services or could jeopardize the health of Participant; (iii) any incidents involving Participant's health, injury, abuse or neglect matters; (iv) all monies received by Participant and assist Laradon in collecting amounts owed by Participant to Laradon; (v) any charge of a criminal nature made against any person living in the home permanently or temporarily; and (vi) any motor vehicle charge that would disqualify HHP, or any other individual in the host home, from transporting Laradon participant(s) in his/her private
- F. Be available 24 hours a day to ensure that HHP is meeting the supervision and support services needs of the participant as outlined in the SP and the ISSP. HHP shall cooperate and participate with Laradon and the CCB in assessing Participant's skills and development annually and as needed;
- G. Communicate all program decisions and situations affecting the welfare of Participant to the Interdisciplinary Team;
- H. Maintain Participant's Medical Documentation, Program Documentation, Participant Personal Funds Report, and other documentation, as required by Laradon Policies and/or the DDD;
- I. Obtain advance approval from the Program Manager prior to making any arrangement for Participant to work for another party or to obtain permanent or temporary residency with another party;

- J. Facilitate Participant's adjustment at home and work and participation in the community, and include Participant in the planning at all times;
- K. Allow home visits by Laradon personnel and any regulatory body, e.g. Denver Options or other CCBs, and DDD, as often as necessary and without prior notice;
- L. Assume responsibility for the following specific areas addressed in the SP:
 - 1) providing Participant with daily, regularly scheduled, balanced and nutritious meals in the home;
 - 2) providing Participant personal health and hygiene items and resources, such as toothpaste, toothbrush, soap, toilet paper, etc.;
 - 3) ensuring Participant has access to the home to the greatest degree of Participant's ability, including, without limitation, access to the home's common living areas, *i.e.*, kitchen, dining area, bathroom, living room, family, laundry room, etc.;
 - 4) paying for commonly-used food and meals purchased in the community whenever a meal is not prepared in the home;
 - 5) assisting Participant with developing and maintaining typical friend, family, and relative relationships according to Participant's desires and participation in typical community activities [including the scheduling and provision of transportation, to include Access-A-Ride;
 - 6) providing and documenting opportunities and assistance to enhance Participant's self-esteem and positive image with the community and in making choices in regard to all areas of living, e.g., home, work, community, and relationships, etc.;
 - 7) providing and documenting a learning experience with respect to responsibilities, self-discipline, respect and functional skill development required in the home and community environment based upon Participant's abilities, the SP and ISSP;
 - 8) discussing with the Program Manager the amount, nature and purpose of any task which HHP expects Participant to fulfill; ensuring that such task and/or responsibilities are part of Participant's training; and documenting the performance of such tasks;
 - 9) utilizing Participant's personal physician, dentist, pharmacy and other applicable medical personnel in all situations requiring professional medical attention; ensuring that all medical appointments are completed; ensuring completion of Participant's annual physical, annual vision, annual dental or follow-up visits more often as required by medical professional; ensuring completion of all medical referrals as ordered by physician; ensuring completion of quarterly psychiatric medication reviews, when necessary; ensuring Participant has medications according to physician orders; ensure completion of participant therapies and arranging transportation to all medical appointments;
 - 10) notifying Laradon immediately of any critical incidents and submitting an incident report within 24 hours and working in cooperation with Laradon for the benefit of the Participant;

- 11) providing and documenting emergency training to the Participant and submitting a monthly emergency drill report to Laradon;
 - 12) ensuring compliance and providing for all items in accordance with the DDD Rules and Regulations for Individual Residential Services and Supports (IRSS) and
 - 13) complying with all regulatory standards of applicable government agencies and Laradon.
- M. Assist Participant in accounting for all monies Participant receives, according to the Personal Needs Funds Policy and be liable for any loss or shortage of monies, for funds expended without a valid merchant receipt and to replace missing or items not included on the Participant's inventory listing as purchased by the Participant. HHP shall notify Laradon of any impending vacations that HHP and Participant expect to take so that a meeting of the IDT may be held prior to vacation commencement to clarify the use of HHP's and Participant's money during the vacation. Any purchases made on vacation in excess of those agreed upon by the IDT will not be reimbursed;
- N. Cooperate with all steps taken by Laradon to verify references and work histories, including criminal and motor vehicle checks for HHP, all volunteers, and all adults 18 and over living in the home of HHP, and reimburse Laradon (within 30 days after receiving an invoice from Laradon for such amounts, or via deductions from any amounts that Laradon owes to HHP if HHP has not paid such invoices within 30 days) for all costs of Laradon in verifying such references and work histories, obtaining such checks and completing such fingerprints;
- O. With respect to insurance,
(i) provide proof of current home owners/renters insurance that is adequate to cover the possessions of Participant at a minimum of \$15,000 and personal liability in a minimum amount of \$100,000; (ii) maintain in full force and effect at all times, a policy or policies issued by a company authorized to do business in Colorado (a) for automobile liability/uninsured motorist each at \$250,000/\$500,000/\$100,000 on a split level basis, and (b) of general liability or professional liability insurance, with a \$600,000 combined single limit coverage; (iii) provide Laradon with certificates of insurance evidencing the insurance described above; and (iv) provide proof of a current driver's license and current motor vehicle report;
- P. Be responsible for, and not hold Laradon liable for, any damage to the personal property of HHP or bodily injury to HHP done by Participant;
- Q. Maintain the home and provide the Services in compliance with this Contract, the Laradon Policies, and all applicable federal and state laws and rules and regulations;
- R. Authorize, and hereby does authorize, visits by representatives of Laradon to HHP's home as often as Laradon deems necessary and without notice to or other authorization from HHP;
- S. Authorize, by signing a written authorization form, permitting Laradon to disclose PHI regarding infectious diseases or other health conditions to the Participant and the Participant's guardian and authorized representative;
- T. To the extent not authorized by law, indemnify and hold harmless the State of Colorado, City and County of Denver, Department of Human Services, DDD, Denver Options or other CCB, and Laradon, as well as their employees, directors, officers, agents, and assigns from and against any and all claims, damages, liability, and court awards

including costs, expenses, and attorneys' fees incurred as a result of HHP's activities, negligent acts, errors or omissions; and

- U. Obtain a tradename from the Colorado Department of Revenue and sign, in conjunction with Laradon, a Declaration of Independent Contract Status.
- V. Not use Protected Information (i) except for the purpose of performing HHP's obligations under this Contract or (ii) in any manner that would constitute a violation of the Privacy Rule if so used by Laradon, except that HHP may use Protected information: (a) for the proper management and administration of HHP; (b) to carry out the legal responsibilities of HHP; (c) for data aggregation purposed for the treatment and payment purposes of Laradon.
- W. Comply with federal and state requirements under the Deficit Reduction Act (DRA) and as such be committed to the deterrence, detection, appropriate reporting and correction of wrong doing, misconduct, dishonesty, fraud, waste and abuse, and immediately report suspected or observed wrong doing, misconduct, fraud, waste or abuse to Laradon's Director of Adult Residential Services (ARS). If the ARS Director is suspected of such acts, then HHP shall make such report to Laradon's Deputy Director and/or the Executive Director.
- X. Follow the chain of command for all concerns or problem resolution, and communicate to the Laradon Residential Program Manager, and review Protocol policy for more detail.
- Y. Provide or arrange transportation to appointments and events in the community as needed. HHP acknowledges that HHP is responsible for a reasonable amount of transportation support to and from day program should a suitable alternative not be immediately available.
- Z. Comply with and fully participate in any investigations conducted by Laradon or any regulatory body. Any attempts by HHP to interfere with or impede an active investigation will entitle Laradon to immediately terminate this Contract. If HHP is suspected or accused of abusing alcohol or drugs, HHP will, at Laradon's request, immediately submit to testing for the presence of such substances at a designated testing facility under the supervision of the Deputy Director or Director of Adult Residential Services. If test results are positive or HHP refuses to consent to such testing, Laradon may immediately terminate this Contract.
- AA. Follow the Prior Approval Request (PAR) process for all subject services such as dental, vision, and behavioral services. Failure to obtain proper PAR approval may result in additional HHP expenses related to the services provided and not prior-authorized. HHP will, unless otherwise agreed by Laradon at its sole discretion, be responsible for payments to physicians, dentists and other professionals that provided services to the Participant for which HHP failed to obtain an approved PAR prior to service delivery.