

PARTICIPATING CMHC CONTRACT

This Agreement is made and entered into this 1st day of July, 2012 by and between Sedgwick County, Kansas, 635 North Main, Wichita KS 67203, -hereinafter referred to as "CMHC" or "Center", and the Secretary of the Kansas Department of Social and Rehabilitation Services, whose address is 915 SW Harrison, Docking State Office Building, Topeka, Kansas 66612, hereinafter referred to as "SRS" or "Secretary."

Whereas, K.S.A. 19-4001 et seq. authorizes the board of county commissioners to establish community mental health centers;

Whereas, the Secretary, authorized by K.S.A. 39-708c to enter into contracts, desires to fund medically necessary community-based mental health services for individuals needing services within the CMHC's designated service area;

Whereas, K.S.A. 39-1602 states that "'Target Population' means the population group designated by rules and regulations of the secretary as most in need of mental health services which are funded, in whole or in part, by state and other public funding sources, which groups shall include adults with severe and persistent mental illness, severely emotionally disturbed children and adolescents (i.e., children and adolescents experiencing a serious emotional disturbance), and other individuals at risk of requiring institutional care (because of their mental illness)."

Whereas, K.S.A. 39-1601 et seq. identifies the CMHC as the recognized vendor of said goods or services and desires to provide the same to the citizens of Kansas.

Whereas, K.S.A. 39-1601 et seq. identifies that funding included in this agreement is intended to, subject to available resources, fund the coordination and provision of mental health services for persons with mental illness who are residents of the service delivery area of the CMHC yet are without an ability to pay for such services;

Whereas, the CMHC must meet the licensing requirements in K.A.R. 30-60 and K.A.R. 30-61;

Now, therefore, for and in consideration of the mutual covenants and agreements contained herein, SRS and the CMHC do hereby mutually covenant and agree as follows:

1) DEFINITIONS

- a. "Consumer" as defined by K.A.R. 30-60-2 means a person, whether a child, an adolescent, or an adult, who is in need of, is currently receiving, or has recently received any services from any mental health services provider.
- b. "Youth" means a person younger than 18 years of age.
- c. Persons in the priority target population include:
 - i. Youth who have a serious emotional disturbance (SED) as defined in the glossary;
 - ii. Adults who have a severe and persistent mental illness (SPMI) as defined in the glossary; and
 - iii. Other persons who the CMHC's licensed mental health professionals determine are at risk of the following due to their mental illness:

- iii. Other persons who the CMHC's licensed mental health professionals determine are at risk of the following due to their mental illness:
 - 1. Requiring inpatient or residential mental health care and treatment;
 - 2. Causing or at serious risk of causing serious harm to themselves or others;
 - 3. Experiencing serious deterioration in their mental health;
 - 4. Being or becoming homeless;
 - 5. Being incarcerated; or
 - 6. Being placed in the custody of SRS or the Juvenile Justice Authority.
 - iv. Persons being discharged from state mental health hospitals, psychiatric residential treatment facilities (PRTFs), or nursing facilities for mental health (NFs/MH).
- 2) **SCOPE OF WORK:** The CMHC shall use funds from this agreement to provide medically necessary community mental health services to persons with mental illness who do not have the ability to pay for their services, especially persons in the priority target populations. If the CMHC's financial resources are insufficient to fulfill the entire scope of work the CMHC will serve persons in the following priority order:
- a. Provide emergency treatment and first response services described in K.A.R 30-60-64 (a) (3);
 - b. Complete state mental health hospital screenings that are not otherwise funded through the state contracted Medicaid managed care organizations or the Medicaid Management Information System (MMIS);
 - c. Provide medically necessary community mental health services to persons in the priority target populations described in Section (1) above who do not have the ability to pay with the intent to prevent more restrictive treatment options;
 - d. Provide liaison services with state mental health hospitals, state mental health hospital alternatives, NFs/MH, or PRTFs that facilitate discharge of persons admitted to these facilities from the CMHC's catchment area with the intent to access needed mental health treatment and support services to prevent additional mental health crises or re-institutionalization.
 - e. Provide services to persons not in the priority target population who do not have the ability to pay.

The CMHC shall follow the center's established clinical criteria and procedures for determination of which individual consumer receives services based on the priority order described above.

- 3) SRS will interpret K.A.R. 30-60-1 et seq. and K.A.R. 30-61-1 et seq. consistent with the terms of this agreement.
- 4) Within the parameters described in this agreement the CMHC will:
 - a. Immediately provide all medically necessary community mental health services when the center's assessment determines the needed treatment response is emergent and these services shall remain in place until the emergency is resolved. Respond to a consumer's urgent needs upon initial or unplanned contact and provide that consumer with services within a timeframe that reduces the likelihood of the following: the person experiencing a

mental health emergency, inpatient or residential placement, incarceration due to mental illness, homelessness due to mental illness, or serious mental health deterioration.

- b. Take into consideration consumer choice consistent with consumer and family driven practices and the safety of the consumer and the community.
 - c. Not deny or limit access to medically necessary community mental health services to consumers based solely on the presence of a substance use disorder or the receipt of services for a substance use disorder.
- 5) The CMHC and SRS agree to work cooperatively in determining the number of consumers who are either in the target or non-target population who are uninsured or underinsured for medically necessary community mental health services. The CMHC and SRS agree to work cooperatively to determine the estimated cost of providing medically necessary community mental health services to these consumers and resources needed to serve these populations.
- 6) Outcome Measures: The CMHC will provide community mental health services to the consumers in the priority target population in a manner that achieves quality outcomes. The following outcomes are the key performance measures of this contract:
- a. The percentage of consumers with an SPMI who improve their vocational status within the reporting period. The CMHC will be assigned a score based on the vocational status of each individual with an SPMI receiving a CSS service within the last 90 days, who can be considered in the workforce. See Attachment 1 for assignment of point values, CSS service code list, determination of service requirement and explanation of vocational statuses considered for this performance measure.
Numerator: Total points achieved by CMHC based on the vocational status of each individual with an SPMI who has received a CSS service within the last 90 days.
Denominator: Total number of individuals with an SPMI receiving a CSS service within the last 90 days, who can be considered in the workforce multiplied by 6 (highest point value possible)
Data Source: AIMS system/Client Status Reports (CSR)
Reported: Monthly by established catchment areas
 - b. The percentage of youth with an SED who improve their residential status within the reporting period. The CMHC will be assigned a score based on the residential status of each youth who have received Community Based Services (CBS) within the last 90 days. See Attachment 2 for assignment of point values, CBS service code list, determination of service requirement and explanation of residential statuses considered for this performance measure.

Numerator: Total points achieved by CMHC receiving at least one CBS service within the last 90 days based on the residential status of each youth with an SED.
Denominator: Total number of youth with an SED receiving a CBS service within the last 90 days multiplied by 5 (highest point value possible).
Data Source: AIMS system/Client Status Reports (CSR)
Reported: Monthly by established catchment area
 - c. Percent of screening determinations by the same responsible CMHC resulting in readmissions of adults, age 18 and over, to any SMHH, private psychiatric hospital, local acute psychiatric unit, occurring within 30 days of previous discharge.

Numerator: Number of adults discharged from SMHH, private psychiatric hospital, local acute psychiatric unit with a subsequent readmission occurring within 30 days.

Denominator: Total number of Adult discharges from SMHH, private psychiatric hospital, or local acute psychiatric services occurring within 30 days of reporting period.

Data Source: Inpatient Screening Database (IPS)

Reported: Monthly by responsible CMHC reported in IPS

- d. Percent of screening determinations by the same responsible CMHC resulting in readmissions of youth, age 17 and under, to any SMHH alternative, private psychiatric hospital, local acute psychiatric unit, or PRTF, within 30 and 90 days of previous discharge.

Numerator: Number of youth discharged from SMHH alternative, private psychiatric hospital, local acute psychiatric unit, or PRTF with a subsequent readmission within 30 or 90 days.

Denominator: Total number of Youth discharges from SMHH alternative, private psychiatric hospital, local acute psychiatric unit, or PRTF occurring within 30 or 90 days of reporting period.

Data Source: Inpatient Screening Database (IPS)

Reported: Monthly by responsible CMHC reported in IPS

- 7) Performance Expectations: The CMHC is expected to improve its performance on the outcome measures listed above. Performance improvement planning will be initiated based upon the trend specific to the CMHC for each outcome. Discussion and further study will result if the trend for a given outcome begins to move in a negative direction. A performance improvement plan may be initiated at any time upon agreement between SRS and the CMHC, but will be developed in the event of a negative trend that persists for 3 consecutive months.

The CMHC will use recognized performance improvement methods to develop and implement a performance improvement plan to improve its performance on the identified outcome(s). If the CMHC believes that improving performance on the outcome(s) is beyond its control, the CMHC may, within 15 days submit a written request to be exempted from developing and implementing a performance improvement plan. The request will include data to substantiate the reason(s) for requesting the exemption. SRS will evaluate the request and notify the CMHC in writing within 15 days of receiving the request whether or not the exemption request justified.

SRS will share available outcomes and trend lines with the CMHC monthly.

- 8) Data will continue to be collected and reported for the following outcome measures and monitored by the grantee.
- a. The percentage of consumers with an SPMI who live independently. The CMHC will report the percentage of consumers with an SPMI who are living independently.

Numerator: Number of consumers with an SPMI that have received CSS services in the last six months who are living independently.

Denominator: Total number of consumers with an SPMI that have received CSS services in the last six months.

Data Source: AIMS system (CSR)

Reported: Quarterly by established catchment areas

- b. The percentage of youth with an SED receiving CBS who attend school regularly. The CMHC will report the percentage of youth with an SED received CBS services who are attending school regularly.

Numerator: Number of youth with an SED that have received CBS services within the last six months who are attending school with less than 5 unexcused absences.

Denominator: Total number of youth with an SED that have received CBS services within the last six months.

Data Source: AIMS system (CSR)

Reported: Twice per year by established catchment areas

- c. The per capita number of consumers with an SPMI the CMHC serves.

Numerator: Number of unduplicated consumers with an SPMI that have received CSS services within the last 90 days.

Denominator: Number of persons living in the CMHC catchment area in the adult age range.

Data Source: AIMS system

Reported: Quarterly

- d. The per capita number of youth with an SED the CMHC serves.

Numerator: Number of unduplicated youth with an SED that have received CBS services within the last 90 days.

Denominator: Number of persons living in the CMHC catchment area in the youth age range.

Data Source: AIMS system

Reported: Quarterly

- 9) The CMHC shall maintain an effective corporate compliance function designed to monitor, identify, and correct potential waste, fraud, and abuse.

- 10) The CMHC must also complete the following tasks within the listed specifications:

- a. The CMHC will complete annual screens for continued stay (SCS) for NF/MH consumers for whom they are responsible. This includes reporting to SRS Mental Health Services the results of these screens, and submission of any other appropriate data or reports as SRS may determine necessary to fully explain the CMHC's determination for continued stay. The CMHC will make a good faith effort of arranging for a consumer facilitator to participate in each Screen for Continued Stay. The CMHC will submit claims for payment of the SCS through the MMIS using the billing code T2011. The CMHC will be reimbursed \$300 per Screen for Continued Stay. The CMHC will pay the consumer facilitator \$50 per Screen for Continued Stay for their participation and assist with transportation when feasible. The CMHC agrees that it will bill only \$250 per screen if it is unable to arrange for a consumer facilitator to participate in the screen.
- b. The CMHC agrees to participate in the development and the measurement of quality of life outcomes for individuals in the target population served

- c. The CMHC shall report complete and accurate demographic data through AIMS for adults and youth with registration values of enrolled target, enrolled non-target, non-enrolled and pending. The CMHC shall also report complete and accurate client status and service encounter data through AIMS for adults and youth with registration values of enrolled targeted. The CMHC will report this data as specified in the AIMS Manual to Kansas Health Solutions (KHS) by the 15th of the following month. The CMHC will report 100% complete and accurate demographic data and client status admission data (as specified in the AIMS Manual) for at least 90% of their consumers every month. CMHCs are out of compliance with this requirement if they fail to achieve and maintain a 90% or higher complete reporting rate on the AIMS Data Completion Report. In addition, missing information for any specific data element may not exceed 10% of the total number of consumers with missing data elements.
 - d. The CMHC will provide Client Status Report (CSR) updates for adults and youth in the enrolled targeted reporting populations. The CMHC will report monthly client status updates according to the definitions for the targeted reporting populations specified in the AIMS Manual to KHS by the 15th of the following month. The CMHC is required to report 100% complete and accurate monthly client status updates, as specified in the AIMS Manual, for at least 93% of their consumers every month. The CMHC is out of compliance with this requirement if they fail to achieve and maintain 93% or higher complete reporting rate on the AIMS Targeted Population CSR Data Collection Completion Report.
 - e. The CMHC shall maintain the supporting documentation to verify their AIMS reporting for at least 5 years for inspection by SRS to determine completeness and accuracy.
 - f. The CMHC will participate in mental health disaster planning at both the local and state level within available resources.
 - g. The CMHC will effectively participate in training and activities that are designed to improve consumer eligibility for federal disability benefits and Medicaid eligibility within available resources.
- 11) The CMHC must submit any proposed changes to the CMHC's FCSC Plan in writing to SRS and will obtain written approval from SRS before implementing such changes to its FCSC Plan. FCSC funding may not be used to supplant current activities or services.

The CMHC will submit quarterly program and financial reports on the template provided by SRS describing the use of these funds. The report will be submitted to SRS on or before the 20th day of the month following the calendar quarter.

- 12) The federal Mental Health Block Grant funds allocated to the center will be used for: Engagement, Community Support, Acute Inpatient Hospitalization

13) **CONDITIONS**

Both the CMHC and SRS further agree that:

- 1. The provisions of this Agreement shall apply to the period of time from July 1, 2012 until June 30, 2013, and can be extended upon written agreement by both parties.
- 2. Performance information from this Agreement will be available for public inspection and will be periodically published and distributed by SRS.

3. Neither party to the Agreement shall prohibit or prevent the Legislative Division of Post Audit, SRS staff or designee, or SRS Office of Audits & Consulting Services from having access to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this Agreement. (See K.S.A. 46-1101 et. seq.).
4. This Agreement constitutes the whole Agreement between the parties and it is mutually understood and agreed no alternative or variation to the terms of this Agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.
5. The provisions found in the contractual provisions attached (Form DA-146a) and the Glossary, which is attached hereto and executed by both parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.
6. This Agreement may be canceled and the future obligations of the parties hereto shall cease upon written notice of cancellation by either party given at least 30 days in advance of the effective date of cancellation.
7. If the cancellation is effective on a date other than the beginning of a quarterly pay period and before the payment of the next quarterly prospective payment, the next proceeding quarterly payment will be only an amount equal to the ratio of the number of days of participation compared to the total days in the quarter.
8. If the cancellation occurs during a quarterly payment period for which a prospective payment has already been made by SRS and the cancellation is effective on a date before the final day of the payment period, then the CMHC will refund to SRS a daily prorated amount of the prospective payment equal to the number of days between the effective date of cancellation and the end of the semi-annual payment period, no later than 15 days after the effective date of the cancellation.
9. The CMHC agrees to assume responsibility for and to indemnify, protect, save and hold harmless SRS from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney fees), imposed on, incurred by, or asserted against SRS which in any way relates to or arises out of the CMHC's performance of the terms and conditions contained in this Agreement, unless caused solely by SRS and its agents.
10. SRS agrees to assume responsibility for and to indemnify, protect, save and hold harmless the CMHC from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney fees), imposed on, incurred by, or asserted against the CMHC which in any way relates to or arises out of SRS performance of the terms and conditions contained in this Agreement, unless caused solely by the CMHC or its agents.
11. The CMHC warrants and agrees that it is currently licensed as a mental health CMHC and that it shall maintain such licensing during the term of this Agreement.
12. The descriptive headings of the provisions of this Agreement are formulated and for convenience only and shall not be deemed to effect the meaning or construction of any such provision.

13. This Agreement shall be interpreted under and governed by the laws of the State of Kansas.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
15. **Payments.** In no event shall the CMHC be entitled to payments for costs incurred in excess of the amount set forth in this Agreement without prior written approval of SRS. Unless modified by written amendment to this Agreement, there shall be no allowance for costs incurred outside this Agreement. The CMHC shall only be paid for actual work performed and services delivered.
16. **Inspection and Acceptance.** All effort performed under this Agreement is subject to inspection by various agencies. The CMHC may be required to provide personnel to accompany the regulatory agency inspection or review teams. CMHC personnel shall be knowledgeable concerning the work being inspected. In addition, the CMHC may be required to participate in responding to the request for information or other findings by regulatory agencies.
17. **Duplication of Funds.** By acceptance of this Agreement, the CMHC declares and assures that no costs or expenditures which have been funded by other federal or state grant funds have been duplicated or otherwise included as part of the funding request in this Agreement.
18. **Unearned Funds.** Unless otherwise specified in the Agreement, all unexpended funds paid pursuant to this Agreement identified by the CMHC's independent audit shall be returned to the Department of Social and Rehabilitation Services within 30 days of the CMHC receiving their independent audit.

The CMHC may keep any interest or other investment income earned on advances of funds paid pursuant to this Agreement as long as the monies are reinvested in the services supported by the Agreement. This includes any interest or investment income earned by sub-grantees and cost-type contractors on advances to them from funds paid pursuant to this Agreement. Funds subject to recoupment shall not include revenue earned from program activities or interest received from any source.

19. **Cure for Failure to Perform.** All funds paid pursuant to this Agreement, except funds identified in the FCSC, are based on performance measures rather than line item budgets. Therefore, funds, except those identified with the FCSC, may be recouped, suspended or withheld based on non-compliance of performance requirements identified in this Agreement. Prior to recouping, suspending, or withholding funds from a CMHC, SRS must notify the CMHC of non-compliance of performance. The notification of non-compliance of performance must specifically identify what requirements the CMHC has failed to perform. In instances where the health and safety of the persons served is not in imminent jeopardy, SRS will allow the CMHC 30 days to correct the non-compliance; develop a corrective action plan acceptable to SRS; or appeal the findings through the Department of Administration Administrative Appeals process. If the CMHC fails to correct the non-compliance; or does not adhere to the corrective action plan approved by SRS; or has not appealed the findings, SRS will recoup all payments made from the date of

notification of non-compliance and will suspend or withhold all future payments.

20. **Data.** The CMHC may have access to private or confidential data maintained by SRS to the extent necessary to carry out its responsibilities under this Agreement. The CMHC must comply with all the requirements of the Kansas Open Records Act in providing services under this Agreement. The CMHC shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. The CMHC must agree to return any or all data furnished by SRS promptly at the request of SRS in whatever form it is maintained by the CMHC.
21. **No Waiver of Conditions.** Failure of SRS to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any other default of the CMHC.
22. **Reviews and Hearings.** SRS has the discretion to require the CMHC to participate in any review, appeal, fair hearing or litigation involving issues related to this Agreement.
23. **Retention of Records and Reports.** Unless otherwise specified in the Agreement, the CMHC shall preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a minimum of three (3) State fiscal years from the date of the expiration or termination of this Agreement. Matters involving litigation shall be kept for the minimum of the three (3) year period or for one (1) year following the termination of litigation, including all appeals, whichever is longer. CMHC shall notify SRS of any circumstances which impair the integrity or security of such materials during the retention period.
24. **Audit Requirements.** The CMHC must submit an audit completed by an independent public accountant within six months of the completion of the CMHC's fiscal year to SRS Office of Audits and Consulting Services.

If the CMHC receives over \$500,000 or more in a year in Federal awards (total of all applicable federal awards), the CMHC shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

If the CMHC receives less than \$500,000 in combined Federal awards, the audit may be a limited scope engagement with agreed-upon procedures.

Limited scope engagements with agreed-upon procedures should be conducted in accordance with either the AICPA's generally accepted auditing standards or attestation standards.

The cost for the single audit may be charged against the Federal award. Additional requirements imposed by SRS, and the resulting audit work necessary to achieve them, would not be able to be charged against the Federal award but would be able to be charged against the State portion of that award.

These limited scope engagements shall include at a minimum:

- A financial audit of the CMHC conducted in accordance with generally accepted

auditing standards. It should assess the extent to which the CMHC's financial reports fairly reflect the CMHC's financial condition and include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.

- A report on internal controls and a report on compliance to the award terms and conditions.
- The report on compliance shall address one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and reporting; or compliance requirements as specified in the award document or applicable OMB Compliance Supplement.
- Any correspondence (e.g., management letters) from the auditor associated with the audit.
- A review of performance measures required within the award.
- A detailed schedule of revenues and expenditures must be prepared with some assurance by the auditor that it is an accurate representation of federal and state funds. The independent auditor should include a schedule listing total revenues and total expenditures (state share and federal share) for each award.

The cost for a limited scope engagement may be charged against the State award, provided the recipient does not have a single audit. In all other instances, the costs may be charged against a state only award. The limited scope engagement may be conducted by either an independent auditing firm or by the SRS Office of Audit and Consulting Services.

25. **Timely Billing.** The CMHC must use due diligence in submitting billings for services to third party payers, including Medicaid. Should SRS determine the CMHC is not using due diligence in billing third party payers, SRS will notify the CMHC of the deficiency. The CMHC must then either:
- a. Develop and carry out a plan which improves its performance in this area to the satisfaction of SRS, or
 - b. Demonstrate to SRS's satisfaction that the SRS finding is invalid.
26. **Certification Regarding Debarment and Suspension:** The CMHC and each of its principals, hereby certifies that they:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (12)(b) of this certification; and
- d. have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

27. **Certification Regarding Lobbying:** The undersigned certifies, to the best of his/her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. **State funds for lobbying**

- a. The CMHC will insure that no funds received through this Contract will be used to contribute to any political campaign, nor to influence or attempt to influence any elected official, or any officer or employee of any governmental agency or body regarding any pending legislative proposal, or concerning the awarding, extension, continuation, renewal, amendment or modification of any government issued contract, grant, loan or cooperative agreement.

29. **Certification Regarding Environmental Tobacco Smoke:**

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased

or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

30. By signing this Agreement the CMHC certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of an indoor facility used for the provision of services for children as defined by the Act.
31. The CMHC agrees that it will require that the language of this certification be included in any sub awards which sub recipients shall certify accordingly.
32. **Compliance with Laws and Regulations:** The CMHC agrees that it will comply with all federal, state, and local laws and regulations including, but not limited to:

42 CFR Part 2	Confidentiality of Alcohol and Drug Abuse Patients
45 CFR Part 5	Availability of Information to the Public
45 CFR Part 46	Protection of Human Subjects
45 CFR Part 80	Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services; Implementation of Title CVI of the Civil Rights Act of 1964
45 CFR Part 84	Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance
45 CFR Part 91	Nondiscrimination on the Basis of Age in Health and Human Services Programs or Activities
45 CFR Part 96	Block Grants
OMB Circular A-110	Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Non-Profit Organizations
OMB Circular A-122	Cost Principles for Non-Profit Organizations
OMB Circular A-133	Audits of State, Local Government, and Non-Profit Organizations

The CMHC shall certify to SRS that it will provide a drug-free workplace, and as a condition of this Agreement, the CMHC will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Agreement.

33. SRS agrees and promises total compensation for the 12 month period of this Agreement will be ~~\$3,698,121~~. This includes ~~\$2,697,116~~ in state general funds, ~~\$688,587~~ for the Family Centered System of Care, and ~~\$312,418~~ in Federal Mental Health Block Grant

funds. After the agreement has been signed and encumbered, SRS shall issue the first payment of one-quarter of the total agreement amount. The next quarterly payments shall be issued in October 2012, January 2013 and April 2013, contingent on receipt of all required program and financial reports.

34. In the event that payments are withheld, the CMHC has the right to request a fair hearing appeal according to K.A.R. 30-7-64 et seq as indicated below. The written request for such appeal should include the issues you are contesting and must be sent to and received by the Office of Administrative Hearings, Department of Administration, 1020 S. Kansas Ave., Topeka, KS 66612-1327. A failure to timely request or pursue such an appeal may adversely affect your rights on any other judicial review actions.
35. The State of Kansas' current financial situation does not make it possible for SRS to make firm, unalterable financial commitments. In the event SRS determines lack of funding requires a modification of this agreement, SRS reserves the right to renegotiate terms and conditions of the agreement with the CMHC. The CMHC agrees to cooperate with SRS in renegotiating this agreement should SRS determine that such modification is necessary to manage the resources available to SRS.

In the event SRS is subject to a formal funding reduction or allotment, SRS reserves the right to alter or adjust the payment amounts or terms of this agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the CMHC 30 days before such alterations or adjustments become effective. Should the CMHC believe there is a need to modify other terms or conditions of the agreement, SRS will, in good faith, negotiate regarding the terms of the agreement.

36. **Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA):**

SRS is a covered entity under the act and therefore the CMHC is not permitted to use or disclose health information in ways that SRS could not. This protection continues as long as the data is in the hands of the CMHC.

Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that the CMHC receives from SRS or that the CMHC creates or receives on behalf of SRS. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data that has not been de-identified.

- a. Required/Permitted Uses Section 164.504(e)(2)(I): The CMHC is required/permitted to use the PHI to fulfill the terms of this Agreement and to demonstrate compliance with the terms of this Agreement to SRS.
- b. Required/Permitted Disclosures Section 164.504(e)(2)(I): The CMHC shall disclose SRS' PHI only as allowed herein or as specifically directed by SRS.

- c. Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): The CMHC agrees that it will not use or further disclose the PHI other than as permitted or required by this Agreement or as required by law.
- d. Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): The CMHC is permitted to use and disclose PHI received from SRS in its capacity as a CMHC to SRS if such use is necessary for proper management and administration of the CMHC or to carry out the legal responsibilities of the CMHC.
- e. Minimum Necessary: The CMHC agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f. Safeguarding and Securing PHI Section 164.504(e)(2)(ii)(B): The CMHC agrees to take steps to protect the physical security of and prevent unauthorized access to the PHI and upon request will furnish SRS with a written description of such steps taken. The CMHC agrees to allow authorized representatives of SRS access to premises where the PHI is kept for the purpose of inspecting physical security arrangements.
- g. Appropriate administrative, technical, procedural and physical safeguards shall be established by the CMHC to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is required by the HIPAA regulations.
- h. Security of facilities: The CMHC shall provide all reasonable security procedures at any place where services are performed by the CMHC under this Agreement. The CMHC personnel shall comply with the rules of SRS with respect to access to SRS offices, data files and data.
- i. Agents and Subcontractors Section 164.504(e)(2)(ii)(D): The CMHC will ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from SRS or created or received by the CMHC on behalf of SRS agrees to the same restrictions and conditions that apply to the CMHC with respect to such information.
- j. Right to Review: SRS reserves the right to review terms of agreements and contracts between the CMHC and subcontractors as they relate to the use and disclosure of PHI belonging to SRS.
- k. Notification Section 164.504(e)(2)(ii)(C): The CMHC shall notify SRS both orally and in writing of any use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of SRS or the CMHC.
- l. Transmission of PHI: The CMHC agrees to follow the HIPAA standards with regard to the transmission of PHI.

- m. Employee Compliance with Applicable Laws and Regulations: The CMHC agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Agreement.
 - n. Custodial Responsibility: Marilyn Cook, Executive Director of COMCARE of Sedgwick County, Inc., is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, the CMHC shall notify SRS promptly.
 - o. Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): The CMHC will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. The CMHC will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. The CMHC will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
 - p. Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): The CMHC will make its internal practices, books, and records relating to the use and disclosure of the PHI received from SRS, or created or received by the CMHC on behalf of SRS, available to the Secretary of Health and Human Services for purposes of determining SRS's compliance with 45 C.F.R. Parts 160 and 164. The CMHC will make these same practices, books and records available to SRS or its designee upon request.
 - q. Contract Termination Section 164.504(e)(2)(ii)(I): The CMHC agrees that within 60 days of the termination of this Agreement, it will return or destroy, at SRS' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Agreement shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
 - r. Termination for Compliance Violation Section 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): The CMHC acknowledges that SRS is authorized to terminate this Agreement if SRS determines that the CMHC has violated a material term of this section of the Agreement. If termination of the Agreement is not feasible due to an unreasonable burden on SRS, the CMHC's violation will be reported to the Secretary of Health and Human Services, along with steps SRS took to cure or end the violation or breach and the basis for not terminating the Agreement.
37. **Accounting System**: The CMHC's accounting system shall meet generally accepted accounting principles.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

CMHC

CMHC Board Chairperson
or Authorized signatory

Date

Marilyn Cook
CMHC Executive Director
or Authorized signatory

7.11.12
Date

Kansas Department of Social and
Rehabilitation Services

Phyllis Gilmore
Phyllis Gilmore
Secretary

6/25/12
Date

Approved As To Form
Jennifer Magaña
Jennifer Magaña
Deputy County Counselor

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

GLOSSARY

AIMS Manual: The designated reference document of the Automated Information Management System (AIMS), providing the identification and definition of values to be collected for 85 distinct data fields that reflect demographic, client status, and encounter data for the mental health consumers served by local Community Mental Health CMHCs (CMHCs) in Kansas. The AIMS manual combined with a succession of established processes carried out by each CMHC in collaboration with The Mental Health Consortium, Inc., result in the comprehensive data set known as AIMS.

CBS Program Manager: The CMHC will designate a staff person to be administratively responsible for target populations for children & youth.

CSS Program Manager: The CMHC will designate a staff person to be administratively responsible for target populations for adults.

Competitive Employment: percentage of consumers enrolled in CMHC CSS that are employed in any job or set of jobs (full or part-time) when the job was open/advertised for anyone to apply. Also included in this status are consumers who are self employed (e.g., refinishing furniture, lawn service, painting houses, etc.), but the consumer must be working regularly and be paid for the work. This does not include a consumer who collects aluminum cans or mows a lawn every so often. It can include a consumer who works on a family farm.

Faith Based and Community Outreach promotes outreach and partnerships with faith-based and other community organizations.

Healthy Adoption provides all children with loving, stable, and permanent homes where they can grow up.

Healthy Fatherhood encourages and trains fathers to play an involved, committed, and responsible role in their children's lives.

Hospital Liaison: Designated representative from the consumers home community who meets regularly with the consumer, family, and hospital treatment team to assist with accessing information and resources and to provide supportive services and follow up for treatment and discharge to the community of the consumer's choice.

Independent Living: percentage of consumers enrolled in CMHC Community Support Services (CSS) that live in a private residence. This includes a consumer living with a spouse, friends, or family and who is capable of self-care. This category includes the consumer who is living independently with CSS support or CMHC financial support. The consumer in independent living, is largely independent yet may choose to live with others for reasons not related to mental illness. Residing in this housing is not contingent upon participation in a specific treatment program.

Medical Necessity means that a mental health intervention is medically necessary, according to all of the following criteria:

- a. Authority. The mental health intervention is recommended by the treating clinician and is determined to be necessary by the Secretary or the Secretary's designee.
- b. Purpose. The clinical intervention has the purpose of treating mental illness.
- c. Scope. The mental health intervention provides the most appropriate level of service, considering potential benefits and harms to the client.
- d. Evidence. The mental health intervention is known to be effective in improving mental health outcomes. The scientific evidence for each existing intervention shall be considered first and, to the extent possible, shall be the basis for determinations of medical necessity. If no scientific evidence is available, professional standards of care shall be considered. If professional standards of care do not exist, or are outdated or contradictory, decisions about existing

interventions shall be based on expert opinion. Coverage of existing interventions shall not be denied solely on the basis that there is an absence of conclusive scientific evidence. Existing interventions may be deemed to meet this definition of medical necessity in the absence of scientific evidence if there is a strong consensus of effectiveness and benefit expressed through up-to-date and consistent professional standards of care or, in the absence of those standards, convincing expert opinion.

- e. **Value.** The mental health intervention is cost-effective for mental illness compared to alternative interventions, including no intervention. The term "Cost-effective" shall not necessarily be construed to mean lowest price. An intervention may be clinically indicated and yet not be a covered benefit or meet the definition of medical necessity. Interventions that do not meet the definition of medical necessity may be covered at the choice of the Secretary or the Secretary's designee. An intervention shall be considered cost-effective if the benefits and harms relative to costs represent an economically efficient use of resources for members with this condition. In the application of this criterion to an individual case, the characteristics of the individual member shall be determinative.

Pre-admission Screening: a face to face assessment of an individual in crisis by a qualified mental health professional (QMHP) to determine whether the individual can be diverted from hospitalization or other institutional/residential care. If diversion is clinically appropriate, the QMHP and individual in crisis and/or guardians determine the appropriate follow-up or other necessary supports (I.E.: next day appointment, crisis stabilization services, in-home/community based services through Community Support Services or Community Based Services programs, etc.)

Severe and Persistent Mental Illness (SPMI)

To meet functional criteria for SPMI, persons with a primary diagnosis in Category A or B must, as a result of their qualifying diagnosis, demonstrate impaired functioning through use of the following assessment. Those with a primary diagnosis in Category B must meet these criteria as well as criteria outlined in Step 3.

Method to determine SPMI

PURPOSE: To insure that adults with Severe and Persistent Mental Illness (SPMI), or who are most at risk of developing SPMI, are promptly and accurately identified.

To insure that those most in need are offered the full array of community- based mental health services necessary to successfully manage their illness, support their recovery process, and live meaningful lives in their community.

APPROACH: Apply two main areas of assessment to determine an individual's status as meeting criteria for SPMI: (1) diagnostic criteria, and (2) functional and risk criteria.

Step One: To meet diagnostic criteria for SPMI, individuals must be assessed to determine whether they have a principal diagnosis in either Category A or Category B.

Category A Diagnoses:

- 295.10 Schizophrenia, Disorganized Type
- 295.20 Schizophrenia, Catatonic Type
- 295.30 Schizophrenia, Paranoid Type
- 295.60 Schizophrenia, Residual Type
- 295.70 Schizoaffective Disorder
- 295.90 Schizophrenia, Undifferentiated Type
- 296.34 Major Depressive Disorder, Recurrent, Severe, with Psychotic Features
Bipolar I Disorders that are Severe, and/or with Psychotic Features
- 298.9 Psychotic Disorder NOS

Category B Diagnoses:

All Other Bipolar I Disorders, not listed in Category 1

296.89 Bipolar II Disorder

296.23 Major Depressive Disorder, Single Episode, Severe, Without Psychotic Features

296.24 Major Depressive Disorder, Single Episode, With Psychotic Features

296.32 Major Depressive Disorder, Recurrent, Moderate

296.33 Major Depressive Disorder, Recurrent, Severe, Without Psychotic

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296.35 Major Depressive Disorder, Recurrent, In Partial Remission

296.36 Major Depressive Disorder, Recurrent, In Full Remission

297.10 Delusional Disorder

300.21 Panic Disorder With Agoraphobia

300.3 Obsessive-Compulsive Disorder

301.83 Borderline Personality Disorder

Category C Diagnoses:

The following diagnoses (as a sole diagnosis) are excluded from those defining an individual as having SPMI or being most at risk of SPMI.

Anti-Social Personality Disorder

Behavior Disorders

Developmental Disorders

Neurological/General Medical Disorders

Substance Abuse Disorders

Psychotic Disorder [Substance-induced only]

DSM-IV-R "V" Codes

Step Two: To meet functional criteria for SPMI, persons with a primary diagnosis in Category A or B must, as a result of their qualifying diagnosis, demonstrate impaired functioning through use of the following assessment. For those with a primary diagnosis in Category A who do meet the functional criteria listed below, no further assessment is needed. Those with a primary diagnosis in Category B must meet these criteria as well as criteria outlined in Step 3.

Impaired functioning is evidenced by meeting at least one (1) of the first three criteria, and three (3) of the criteria numbered 4 through 9 that have occurred on either a continuous or intermittent basis over the last two years:

1. Required inpatient hospitalization for psychiatric care and treatment more intensive than outpatient care at least once in her/his lifetime;
2. Experienced at least one episode of disability requiring continuous, structured supportive residential care, lasting for at least two months (e.g. a nursing facility, group home, half-way house, residential mental health treatment in a state correctional facility);
3. Experienced at least one episode of disability requiring continuous, structured supportive care, lasting at least two months, where the family, significant other or friend of the consumer provided this level of care in lieu of the consumer entering formalized institutional services. (In this case, the intake assessment must fully document the consumer's level of severe disability and lack of functioning that required the family or other person to provide this level of care).

4. Has been unemployed, employed in a sheltered setting, or has markedly limited skills and a poor work history;
5. Requires public financial assistance for their out-of-institutional maintenance and is unable to procure such financial assistance without help;
6. Shows severe inability to establish or maintain a personal support system, evidenced by extreme withdrawal and social isolation;
7. Requires help in instrumental activities of daily living such as shopping, meal preparation,

- laundry, basic housekeeping, and money management;
8. Requires help in attending to basic health care regarding hygiene, grooming, nutrition, medical and dental care, and taking medications. (Note: this refers to the lack of a basic skill to accomplish the task, not to the appropriateness of dress, meal choices, or personal hygiene);
 9. Exhibits inappropriate social behavior not easily tolerated in the community, which results in demand for intervention by the mental health or judicial systems (e.g. screaming, self-abusive acts, inappropriate sexual behavior, verbal harassment of others, physical violence toward others).

Step three: Risk Assessment

Completion of the risk assessment.

DIRECTIONS: For each item listed below: (1) determine with the person being assessed whether the item applies to her/his life situation; (2) circle the correct number for the item, based on the time period that applies; and (3) enter the number in the box labeled "Score".

Risk Factor	Circle a number if the item applies		Score
	Within the past 30 days	Between 31 and 180 days	
1. Has been discharged from inpatient psychiatric hospitalization.	5	3	
2. History of suicide attempts/life threatening self harm	5	5	
3. Documented threats of physical harm to others without follow through	2	1	
4. Has been released from jail or prison due to a crime involving physical harm to self or others that was related to psychiatric symptoms	3	1	
5. Experienced severe to extreme impairment due to physical health status (Impairment may be due to chronic health problems and/or frequency and severity of acute illnesses)	2	1	
6. Experienced severe to extreme impairment in thought processes (as evidenced by symptoms such as hallucinations, delusions, tangentiality, loose associations, response latencies, incoherence)	5	3	
7. Experienced severe to extreme impairment due to abuse of drugs and/or alcohol (Abuse is NOT use: the abuse of substances must seriously interfere with daily functioning, i.e. in employment, family or social relationships, housing status, income, goal attainment, etc.)	2	1	
8. History of self-mutilating behavior	3	2	

NOTE: You may mark only ONE of the following housing statuses, if one applies:	Within the past 30 days	Between 31 and 180 days	Score
9. Currently homeless or had an incident of homelessness (defined as lack of an overnight, fixed address resulting in sleeping in places not fit for human habitation, i.e. streets, cars, etc., or sleeping in a homeless shelter)	4	2	

10. Currently residing in an RCF or has resided in an RCF (RCF's are state-licensed Residential Care Facilities providing congregate living to adults with mental illness. These include NFMH's, group homes, Adult Care Homes, etc.)*	3	1	
11. Currently at imminent risk of homelessness and/or placement in an RCF	2	1	
	TOTAL SCORE:		

* NOTE: For #10, stays in an RCF for purposes of crisis stabilization or respite are not considered if the stay is short in duration (30 days or less) and the person has, throughout their stay, a fixed, overnight address to which they will return upon discharge.

Kansas Criteria for Serious Emotional Disturbance (SED)

The term serious emotional disturbance refers to a diagnosed mental health condition that substantially disrupts a child's ability to function socially, academically, and/or emotionally.

Complete the following checklist to determine if the youth has SED.

Name of Youth

Name of Agency

Evaluator Signature

Date

Check yes or no on #1 - 3 to determine if the youth has SED:

YES NO

1. AGE:

___ ___

The youth is under age 18, or under the age of 22 and has been receiving mental health services prior to the age of 18 that must be continued for optimal benefit.

YES NO

2. DURATION and DIAGNOSIS:

___ ___

The youth currently has a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet the diagnostic criteria specified within the most current DSM.

Disorders include those listed in the most current DSM or the ICD - 9 equivalent with the exception of DSM - IV "V" codes, substance abuse or dependence, and developmental disorders, unless they co-occur with another diagnosable disorder that is accepted within this definition.

Diagnosis _____

YES NO

3. FUNCTIONAL IMPAIRMENT

The disorder must have resulted in functional impairment which substantially interferes with or limits the youth's role or functioning in family, school, or community activities.

Functional impairment is defined as difficulties (internalizing and externalizing) that substantially interfere with or limit a youth from achieving or maintaining one or more developmentally-appropriate social, behavioral, cognitive, communicative, or adaptive skills. Functional impairments of episodic, recurrent, and continuous duration are included.

Youth that would have met functional impairment criteria without the benefit of treatment or other support services are included in this definition.

Which of the following functional areas has been disrupted as a direct result of the child's mental health condition? (Examples are not intended to be all inclusive, and more than one can be marked).

- School (for example: exhibiting behaviors that interfere with the child's ability to perform such as inattentive in class, unable to sit in one place, unable to concentrate, withdrawn at school to the point that the child's ability to function at school is impacted, accumulating sick days as a result of being overwhelmed/depressed which places the student at risk for truancy, in-school suspension, out-of-school suspension)

Describe _____

- Family (for example: at-risk of out-of-home placement, physical aggression at home, suicidal, isolative and withdrawn to the point that youth is not engaging in day to day family activities)

Describe _____

- Community (for example: impairment necessitates law enforcement contact such as youth is running away due to delusional symptoms; unable to or serious difficulty participating in regular community and/or peer activities due to behavior, isolating from peers)

Describe _____

EXCLUSIONS: Functional impairment does not qualify if it is a temporary response to stressful events in the youth's environment. Functional impairment also does not qualify if it can be attributed solely to intellectual, physical, or sensory deficits.

Youth meets the criteria for SED:

YES _____

NO _____