# INTRODUCTION

## VISION, MISSION, AND GUIDING PRINCIPLES

The vision of Kansas Department for Aging and Disability Services (KDADS) Behavioral Health Services is one in which Kansas communities support prevention, treatment and recovery throughout the lifespan. In the service of achieving this vision of wellness, prevention, treatment, and recovery, the mission of Behavioral Health Services (BHS) is as follows:

***"Partnering to promote prevention, treatment, and recovery to ensure Kansans with behavioral health needs live safe, healthy, successful and self-determined lives in their communities."***

KDADS Behavioral Health Services ensures effectiveness and continuity across the continuum of care through a focus centered on the seven following attributes, values, and best practices. These guiding principles serve as a core foundation for our work, serving and supporting Kansans, while also setting the standard for policy, practice, and service delivery across initiatives. These guiding principles also serve as the framework by which the strategic plan and associated strategies are organized.

7 Guiding Principles for Behavioral Health Services:

1. Utilization of a **Recovery-Oriented System of Care/Continuum of Care** that encompasses primary prevention, early intervention, treatment, and recovery.
2. Infusion of a **Trauma Informed Care** framework into service provision that involves understanding, recognizing and identifying, and responding to the effects of all variants and levels of trauma.
3. Establishment of highly-leveraged **collaboration and partnership** opportunities at all levels to maximize impact, outreach, and effectiveness in efforts to address and respond to an array of behavioral health needs.
4. Application of the foundational processes and practices essential for the provision of an **integrated system of care**.
5. Development and sustainment of a high degree of system-level and provider-level capacity to ensure that service delivery is timely, responsive, and effective in meeting the needs of individuals, and is available, accessible, and aligned with targeted need – i.e. **the right services, at the right time, in the right place**.
6. Promotion and infusion of **Evidence-Based Programs/Evidence-Based Strategies** across the spectrum of care to ensure effectiveness of service delivery for individuals, families, and communities.
7. Integration of a **data-informed, outcome-focused, and quality-driven** approach to assessment, planning, implementation, and evaluation of services to maximize effectiveness of efforts across initiatives.

The CMHC shall use funds from this agreement to provide 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 as defined in the body of this contract.

The following is a list of preferred services which are consistent with the seven (7) Guiding Principles. CMHCs are asked to consider building capacity to provide these services in order to help meet performance objectives.

1. 24 hour crisis response, triage, and treatment service
2. Transportation
3. Short-term crisis stabilization, including the capacity to access mobile crisis response
4. Medically monitored and social detoxification substance abuse services connected to a continuum of needed addiction services
5. Sobering beds for individuals with a co-occurring mental illness
6. Short-term inpatient community hospital beds (up to 14 days)
7. Outpatient crisis stabilization services (72-96 hours)
8. Tele-psychiatry during and afterhours
9. Transitional placement from state hospital
10. Attendant care
11. Respite care
12. Peer Support (warm line)
13. Intensive Case Management
14. Housing Specialist
15. Employment Specialist
16. Supported Housing
17. Medications
18. Family Centered Systems of Care

# PARTICIPATING CMHC AGREEMENT

This Participating CMHC Agreement (the "Agreement") is made and entered into this 1st day of July, 2015, by and between **Sedgwick County, Kansas**, hereinafter referred to as "CMHC", and the Secretary of the Kansas Department for Aging and Disability Services, whose address is 503 South Kansas Ave., Topeka, Kansas 66603, hereinafter referred to as "KDADS", all of whom may collectively hereinafter be referred to as the "Parties".

Whereas, this contract is meant to provide services for individuals who are uninsured/underinsured and not otherwise eligible for other funding streams;

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

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

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, the Parties do hereby mutually covenant and agree as follows:

## I. Community Based Behavioral Health Services

K.S.A. 39-1602 states that "'Target Population' means the population group designated by rules and regulations of the KDADS 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, serious 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)."

K.S.A 39-1602 (b) states that "'Community based mental health services' includes, but is not limited to, evaluation and diagnosis, case management services, mental health inpatient and outpatient services, prescription and management of psychotropic medication, prevention, education, consultation, treatment and rehabilitation services, twenty-four-hour emergency services, and any facilities required therefor, which are provided within one or more local communities in order to provide a continuum of care and support services to enable mentally ill persons, including targeted population members, to function outside of inpatient institutions to the extent of their capabilities. Community-based mental health services also include assistance in securing employment services, housing services, medical and dental care, and other support services."

K.S.A. 39-1602 (h) states that "'Screening' means the process performed by a participating community mental health center, pursuant to a contract entered into with the secretary under K.S.A. 39-1610 and amendments thereto, to determine whether a person, under either voluntary or involuntary procedures, can be evaluated or treated, or can be both evaluated and treated, in the community or should be referred to the appropriate state psychiatric hospital for such treatment or evaluation or for both treatment and evaluation."

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.

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

K.S.A. 65-4433 states "for the purpose of insuring that adequate mental health services are available to all inhabitants of Kansas, the state shall participate in the financing of mental health centers in the manner provided by this act."

## A. SCOPE OF WORK

Funding for the Scope of Work under Section I – Community Based Behavioral Health Services is comprised of funding allotments from Mental Health Reform, the Governor's Mental Health Initiatives, and State Aid. The CMHC shall use funds from this agreement to provide to persons in the priority target populations as defined by K.S.A. 39-1602 and stated above community-based behavioral health services including, but not limited to:

1. 24-hour, 7 days a week emergency treatment and first response services;
2. Crisis responsiveness;
3. Evaluation, assessment, and treatment;
4. Screening for admission to a state psychiatric hospital, when applicable and required by K.A.R. 30-61-10; and follow-up with any consumer seen for or provided with any emergency service and not detained for inpatient care and treatment, to determine the need for any further services and/or referral to any services;
5. Basic outpatient treatment services;
6. Basic case management services for adults and basic community-based support services for children, adolescents, and their families;
7. Liaison services to state psychiatric hospitals, nursing facilities for mental health, psychiatric residential treatment facilities, and state hospital alternatives for children and adolescents; including, discharge planning beginning the first day of an admission, connecting to community resources, facilitating a "warm hand-off" upon discharge, and follow up;
8. Enhanced community supports such as outreach services, public education, court ordered outpatient treatment, and attendant care services;
9. Not deny or limit access to medically necessary community behavioral health services to consumers based solely on the presence of a substance use disorder or the receipt of services for a substance use disorder.

This is not an all-inclusive list of required basic community based services of a community mental health center, nor of a "participating community mental health center". For further details specific to these requirements, please reference K.S.A. 39-1601 through 1612, a.k.a. the Mental Health Reform act; the regulations set forth in K.A.R. article 60, chapter 30 – Licensing of Community Mental Health Centers; the regulations set forth in K.A.R. article 61, chapter 30 – Participating Community Mental Health Centers; and, any other statute and regulation pertaining to community mental health centers and duties and responsibilities thereof, or policies and rules set forth by the Secretary of the Kansas Department for Aging and Disability Services.

## B. OUTCOME MEASURES

The CMHC is expected to improve its performance on the outcome measures listed below (1-9). Performance improvement planning shall be initiated based upon the trend specific to the CMHC for each outcome. Discussion and further study shall 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 KDADS and the CMHC, but shall 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. KDADS will evaluate the request and notify the CMHC in writing within 15 days of receiving the request whether or not the exemption request was justified.

All FY2016 Outcomes will specifically monitor the uninsured/underinsured target population served by each CMHC. The target population will be determined by the Medicaid eligibility status in effect at the end of each reporting period. KDADS will share available outcomes and trend lines with the CMHC at least quarterly and as often as monthly.

Outcomes 1-3 are priorities.

1. Admissions adult: The rate of State Mental Health Hospital (SMHH) admissions for adults residing within the CMHC catchment area who have been screened for admission to an inpatient psychiatric facility for psychiatric services.

   Measure: Admission Rate is determined by dividing the Numerator by the Denominator and multiplying the quotient by 10,000.

   Numerator: The number of adult admissions to a SMHH as a result of a mental health inpatient screen performed by Community Mental Health Center staff. Inpatient psychiatric facilities include state-operated psychiatric inpatient facilities, local/regional inpatient psychiatric facilities, and local/regional medical facilities providing psychiatric services.
   Denominator: The number of all adults (age 18 and over) within the CMHC catchment area based on the most recent US Census County estimates available at the start of the contract period.
   Data Source: Inpatient Screening Database (IPS).
   Reported: Monthly by responsible CMHC reported in IPS

2. Adult Re-admissions within 30 days of discharge: Percent of screening determinations resulting in readmissions of adults, age 18 and over, to any SMHH, or private psychiatric hospital, occurring within 30 days of previous discharge.

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

Denominator: Total number of Adult discharges from SMHH, or private psychiatric hospital occurring within 30 days of reporting period.
Data Source: Inpatient Screening Database (IPS).
Reported: Monthly by responsible CMHC reported in IPS

3. Children and Adolescents Re-admissions within 30 and 90 days of discharge: Percent of screening determinations resulting in readmissions of youth, age 17 and under, to any inpatient hospital for children and adolescents, private psychiatric hospital (including state hospital alternatives), or PRTF, within 30 and 90 days of previous discharge.

   Numerator: Number of youth discharged from inpatient hospitalization for children and adolescents, private psychiatric hospital, or PRTF with a subsequent readmission within 30 or 90 days.
   Denominator: Total number of Youth discharges from inpatient hospitalization for children and adolescents, private psychiatric hospital, state hospital alternative, 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.

4. Employment: The percentage of consumers with an SPMI who improve their vocational status within the reporting period.

   Numerator: Total points achieved by CMHC based on the vocational status of each individual with an SPMI who has received a Community Support Service (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.

5. Housing: The percentage of consumers with an SPMI who improve their residential arrangement within the reporting period.

   Numerator: Total CSR points achieved by CMHC based on the residential arrangement 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 multiplied by 5 (highest point value possible).
   Data Source: AIMS system/Client Status Reports (CSR).
   Reported: Monthly by established catchment areas.

6. Adult Penetration Rate: 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.

7. Children and Adolescent Penetration Rate: 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.

8. Increase the percentage of children/youth with an SED receiving Community Based Services (CBS) who are discharged because case management goals have been achieved (includes services closed and transferred to other CMHC services).

   Numerator: Number of children/youth with an SED who were discharged from CBS services because case management goals were achieved.
   Denominator: Number of children/youth with an SED who were discharged from CBS services during the reporting period.
   Data Source: AIMS system/Client Status Reports (CSR).
   Reported: Monthly by established catchment areas.

**9 .a.1.** Access standards post SMHH for adults: Face-to-face contact, unless refused by client, within 3 calendar days of discharge from a SMHH. If the consumer refuses services, the dates, times, and reasons why a face-to-face contact did not occur within the required timeframe shall be documented in the client's file.

   Numerator: Number of adults receiving CSS services who had a face to face contact within 3 calendar days of discharge from a SMHH
   Denominator: Number of adults receiving CSS services discharged from a SMHH during the previous month
   Data Source: Chart reviews
   Reported: Monthly by established catchment areas

**9.a.2.** Access standards post state hospital alternative (SHA) or a PRTF: Face-to-face contact, unless refused by client, within 3 calendar days of discharge from a SHA or a PRTF. If the consumer refuses services, the dates, times, and reasons why a face-to-face contact did not occur within the required timeframe shall be documented in the client's file.

   Numerator: Number of children/adolescents receiving CBS services who had a face to face contact within 3 calendar days of discharge from a SHA or a PRTF
   Denominator: Number of children/adolescents receiving CBS services discharged from a SHA or a PRTF during the previous month
   Data Source: Chart reviews
   Reported: Monthly by established catchment areas

**9.b.1.** Therapeutic intervention including Peer Support, Psychosocial individual/group, Community Psychiatric Support and Treatment, and/or Therapy (not an intake), within 3 business days of discharge from a SMHH for adults, unless refused by client. If the consumer refuses services,

the dates, times, and reasons why a therapeutic intervention did not occur within the required timeframe shall be documented in the client's file.

Numerator: Number of adults receiving CSS services who had a therapeutic intervention within 3 business days of discharge from a SMHH
Denominator: Number of adults receiving CSS services discharged from a SMHH during the previous month
Data Source: AIMS, IPS and State MH Hospital Database
Reported: Monthly by established catchment areas

**9.b.2.** Therapeutic intervention including Peer Support, Psychosocial individual/group, Community Psychiatric Support and Treatment, and/or Therapy (not an intake), within 3 business days of discharge from a SHA or a PRTF for children/adolescents, unless refused by client. If the consumer refuses services, the dates, times, and reasons why a therapeutic intervention did not occur within the required timeframe shall be documented in the client's file.

Numerator: Number of children/adolescents receiving CBS services who had a therapeutic intervention within 3 business days of discharge from a SHA or a PRTF
Denominator: Number of children/adolescents receiving CBS services discharged from a SHA or a PRTF during the previous month
Data Source: AIMS, State MH Alternative Hospital Database (KVC Prairie Ridge and Wheatland), PRTF ROM
Reported: Monthly by established catchment areas

**9.c.1** Medication appointment within 30 calendar days of discharge from a SMHH, adults.

Numerator: Number of adults receiving CSS services who had a medication appointment within 30 calendar days of discharge from a SMHH
Denominator: All SMHH discharges that occurred during the previous month
Data Source: AIMS, IPS and State MH Hospital Database
Reported: Monthly by established catchment areas

**9.c.2** Medication appointment within 30 calendar days of discharge from a SHA or a PRTF, children/adolescents.

Numerator: Number of children/adolescents receiving CBS services who had a medication appointment within 30 calendar days of discharge from a SHA or a PRTF
Denominator: All SHA or PRTF discharges that occurred during the previous month
Data Source: AIMS, State MH Alternative Hospital Database (KVC Prairie Ridge and Wheatland), PRTF ROM
Reported: Monthly by established catchment areas

The following outcomes (10-12) shall continue to be monitored and performance improvement planning shall be implemented only if the CMHCs outcome dips below 85% in a quarter.

10. Children and Adolescent Residential Status: The percentage of youth with an SED who improve their residential status within the reporting period. The CMHC shall 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 Appendix C 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 CSR 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.

11. Independent Living: The percentage of consumers with an SPMI who live independently. The CMHC shall 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/ Client Status Reports (CSR).
    Reported: Monthly by established catchment areas.

12. Education: The percentage of youth with an SED receiving CBS who attend school regularly. The CMHC shall report the percentage of youth with an SED who received CBS services and 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. DELIVERABLES AND REPORTING

The CMHC shall report complete and accurate client-level demographic and service encounter 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 through AIMS for adults and youth with registration values of enrolled targeted.

The CMHC shall provide Client Status Report (CSR) updates for adults and youth in the enrolled targeted reporting populations. The CMHC shall report monthly client status updates according to the definitions for the targeted reporting populations specified in the AIMS Manual to KDADS or its contractor.

The CMHC shall report all client-level data as specified in the AIMS Manual to KDADS or its contractor by the 15$^{th}$ of the following month.

The CMHC shall:

(1) Report 100% complete and accurate demographic data and client status admission data 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.
(2) Report 100% complete and accurate monthly CSR updates for at least 90% of their consumers with registration values of enrolled targeted every month. The CMHC is out of compliance with this requirement if they fail to achieve and maintain 90% or higher complete reporting rate on the AIMS Targeted Population CSR Data Collection Completion Report.

The CMHC shall maintain the supporting documentation to verify their AIMS reporting for at least 5 years for inspection by KDADS to determine completeness and accuracy.

Each CMHC shall annually review and update their assessment of needs and plan for the service delivery area and submit to KDADS by October 1st, format to be determined by KDADS.

The CMHC shall submit quarterly financial reports on the template and instructions developed by KDADS due by the 30th of the month following the end of the calendar quarter.

**D. PAYMENT**

Total Compensation for Community Based Behavioral Health Services for July 1, 2015 through June 30, 2016 shall not exceed **$4,781,263**. After the agreement has been fully executed, KDADS shall issue the first quarterly payment. Subsequent quarterly payments shall be issued in October 2015, January 2016 and April 2016.

However, twenty-five percent (25%) of the quarterly payment may be held in the event requirements in section C have not been met. Withheld payments will be made in the month following the quarter compliance is achieved. If compliance is not achieved by August 15, 2016, any outstanding withheld payments shall not be paid with regard to this contract.

## II. FEDERAL MENTAL HEALTH BLOCK GRANT (MHBG)

The objectives of the Mental Health Block Grant, as defined by the Substance Abuse Mental Health Services Administration (SAMHSA), include to: provide financial assistance to States and Territories to enable them to carry out the State's plan for providing comprehensive community mental health services to adults with SPMI and to children with SED; monitor the progress in implementing a comprehensive community-based mental health system; provide technical assistance to States and the Behavioral Health Services Planning Council that will assist the States in planning and implementing a comprehensive community-based mental health system.

A regional model shall be used for allocation of MHBG funds. Each CMHC shall work within 1 of 5 KDADS specified regions to enhance a strengths-based recovery environment for individuals and families served by the CMHC system.

Regional Recovery Center (RRC) Vision: Resources and strengths of individual community mental health centers are shared within regions to build regional capacity and expand service availability to ensure high quality services are available throughout the state.

KDADS shall distribute Block Grant funding to the RRCs based on an approved scope of work. The RRCs are responsible for allocating funds to individual CMHCs as appropriate and agreed upon between the individual CMHC and the RRC.

## III. OTHER REQUIREMENTS

1. Community Assessment and Partnership Plan. In accordance with, and support of, K.S.A. 39-1608, and in accordance with the rules and regulations adopted by the Secretary each mental health center shall meet with community and regional partners to prepare and adopt a comprehensive community assessment and partnership plan. The purpose of this community needs assessment and partnership plan is to, at a minimum, develop and foster local and regional partnerships, leverage resources, build service capacity, enhance crisis services, and to create diversionary plans in order to provide community based services for persons who are residents of the service delivery area of the community mental health center (CMHC) and maintain individuals in their community to the greatest extent possible. Each CMHC shall submit such assessment of needs and plan to the secretary for approval on or before October 1, 2015.

2. Annual screens for continued stay (SCS) for NF/MH consumers for whom each CMHC is responsible. This includes reporting to KDADS Behavioral Health Services the results of these screens, and submission of any other appropriate data or reports as KDADS may determine necessary to fully explain the CMHCs determination for continued stay or discharge. The CMHC shall make a good faith effort of arranging for a consumer facilitator to participate in each Screen for Continued Stay. The CMHC shall submit claims for payment of the Screens for Continued Stay (SCS) per State policy (KMAP, 8400, Mental Health Services for Nursing Facility for Mental Health Beneficiaries).

3. CMHCs, KDADS, and the Governor's Behavioral Health Services Planning Council agree to collaborate on increasing data/knowledge related to veteran affairs for the purpose of improving treatment, supporting veterans, and gaining access to Federal benefits.

4. The CMHC shall participate in mental health disaster planning at both the local and state levels.

5. The CMHC shall effectively participate in training and activities that are designed to improve consumer eligibility for federal disability benefits and Medicaid eligibility (SOAR). The CMHC shall have at least one staff trained in SOAR. CMHC staff actively assisting clients with SOAR shall enter data into the SOAR TA Center Online Application Tracking database (SOAR OAT). CMHC shall effectively participate in training and activities that are designed to improve consumer eligibility for federal disability benefits and Medicaid eligibility. (SOAR)

6. CMHCs shall use the Workbench (ROM) for both children and adults in order to monitor performance and to track outcomes for evidence based practices.

7. The CMHC shall take steps to increase the array of housing options available to its consumers. The CMHC shall assist persons with behavioral health issues, including co-occurring mental health and substance use disorders, to access safe and affordable housing of their choice and to

provide the necessary supports and services that ensure the person lives a safe, healthy, self-determined life in their home. In addition, the CMHC shall actively participate in and assist with local, regional, and/or statewide efforts to decrease homelessness and situations where individuals are precariously housed. This includes the target populations.

## IV. MISCELLANEOUS

Both the CMHC and KDADS further agree that:

a. **Compensation:** Compensation shall not exceed **$4,781,263**, which is comprised of the State Aid, Mental Health Reform and other applicable funds, excluding Mental Health Block Grant funds.

b. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2015 and shall end on June 30, 2016, unless earlier terminated pursuant to the provisions herein.

c. **Agreement Termination, Default and Remedies:**
   1. Any party may terminate this Agreement, other than as specified herein below, by giving written notice of the termination at least 20 calendar days prior to the date of termination stated in the written notice.
   2. KDADS may terminate this Agreement without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds.
   3. In the event that Contractor fails to perform a material provision of this Agreement, KDADS may, in addition to such other remedies provided for by law:
      i. Terminate this Agreement; or
      ii. Delay payment until KDADS verifies Contractor's performance.
   4. In the event this Agreement is terminated under sub-sections 4.a. or 4.b. herein, the KDADS shall pay Contractor for services provided through the date of termination.

d. **Suspension or Termination for Lack of Program Funding**. This Agreement may be suspended for any length of time or terminated at any time by either party for failure of the Kansas Legislature or the United States Congress to appropriate funds to finance their respective shares of the State Medical Assistance (Medicaid) Program established by Title XIX of the Social Security Act (42 U.S.C. 1396 *et seq.*). No party shall be required to use any of its State or Federal funds designated for expenditure in any other State or Federal program, project, or contract to pay for another party's performance of this Agreement after the date on which notice of termination or suspension is given by any party to the others.

e. **Debarment.** Contractor warrants that it is currently not debarred from participation in any federal or stated funded program(s) and that it shall immediately provide written notice to KDADS if it becomes debarred during the term of this Agreement.

f. **Retention of and Access to Records:** All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement, and said records shall be made available to any other party to this Agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

g. **Independent Contractor Status:** At all times pertinent to this Agreement, Contractor shall perform as and hold the status of independent contractor. Nothing in this Agreement is intended to create or imply any type of employer-employee, principal-agent, master-servant, or any other relationship other than that of independent contractor as between KDADS and Contractor. KDADS shall not withhold any form of taxes, insurance, assessments, or other amounts from payment to Contractor. Contractor shall be solely responsible for payment of any and all taxes incurred as a result of this Agreement.

h. **Confidentiality:** In accordance with U. S. Department of Health & Human Services, Centers for Medicare and Medicaid Services Medicaid regulations, 42 C.F.R. 431.300 et seq., Contractor shall maintain the confidentiality of information about individuals learned in performing the duties required by this Agreement, including the individual's name; address; telephone number; past or present receipt of any state or federal program services; family, social, or economic circumstances; medical data, including diagnoses and past history of disease, impairment, or disability; income and other financial information; State agency evaluation of personal or medical information; program eligibility; or third-party liability for payment for program services to any person or entity. Contractor shall not prepare and publish, or permit the preparation and publication of, any electronic or written report disclosing confidential information about any individual in a manner which permits the identification of that individual. Contractor shall not disclose or permit the disclosure of any confidential information about any individual without the prior informed consent of the individual or of the individual's representative, unless the disclosure is required by court order, to enable the delivery of services for which the individual or the individual's representative has requested or applied, for Medicaid program administration, or by this Agreement. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended. Contractor shall further develop and maintain policies and procedures, which protect the confidentiality of and guard against the unauthorized disclosure of confidential information about individuals obtained through the performance of this Agreement. Contractor's policies and procedures shall be binding on their employees, agents, and independent Contractors and describe the penalties and sanctions imposed for violations of those policies and procedures.

i. **Health Insurance Portability and Accountability Act-Business Associate Agreement:** The CMHC shall comply with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 and amendments thereto (HIPAA), together with

regulations issued modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" (the "HITECH ACT") and any accompanying and subsequently adopted amendments or regulations including the final rule issued January 25, 2013 (FR Vol. 78, No. 17 (Jan. 25, 2013)). The Parties shall further cooperate in executing a Business Associates' Agreement ("BA Agreement"). The BA Agreement shall be provided by the KDADS and shall be a condition precedent of information sharing and payment under this Agreement.

j. **Non-Discrimination:** Contractor shall not discriminate against any person in violation of any applicable state or federal law.

k. **Incorporation of the State of Kansas Contractual Provisions Attachment:** The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 6/12), a copy of which is attached hereto and identified as Appendix A, are incorporated by this reference as if the same were set forth in full herein.

l. **Glossary:** Attached hereto and incorporated herein as Appendix B is a "Glossary".

m. **Service of Notices:** All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to Contractor:

**Marilyn Cook**
**Sedgwick County, Kansas**
**635 North Main Wichita KS 67203**

If to KDADS:

Kari Bruffett, Secretary
Kansas Department for Aging and Disability Services
New England Building
503 South Kansas Avenue
Topeka, Kansas 66603-3404

With a copy to:

Susan Andrews, Chief Counsel
Kansas Department for Aging and Disability Services
New England Building
503 South Kansas Avenue

Topeka, Kansas 66603-3404

n. **Reporting:** Unless otherwise specified elsewhere in this agreement, Contractor shall prepare and deliver to KDADS program and financial quarterly reports (the "Reports"). Reports shall be due as follows:

| Time Period | Report Due Date |
|---|---|
| SFYQ1 | October 30, 2015 |
| SFYQ2 | December 30, 2015 |
| SFYQ3 | April 30, 2016 |
| SFYQ4 | July 30, 2016 |

2. Report Format. All reports required (unless otherwise specified) herein shall be provided to KDADS in electronic format (portable document format) and sent to: Program reports sent to Diana.Marsh@kdads.ks.gov. Fiscal reports should be sent to Melanie Snider at Melanie.snider@kdads.ks.gov.

   Such Reports shall itemize Contractor's progress for the reporting period. An additional cumulative report with findings and recommendations for the project shall be due July 30, 2016.

o. **Amendment or Assignment**: Modification or amendment to this agreement shall be in writing and executed with the same formality as the original. Similarly, this Agreement shall not be assigned unless approved in writing by the parties hereto. All assignments not approved pursuant to this provision are void.

p. **Prior Negotiations:** This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire agreement of the parties.

q. **Signatures:** This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

r. **Terms Read and Understood:** The signatories to this Agreement certify that they have read this Agreement, have had opportunity to confer with counsel and fully understand all of the terms. The parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.

s. **Cooperation:** The parties agree to fully cooperate with each other in the performance hereunder, and shall execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of the Agreement.

t. **Waiver of Breach:** Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

u. **Invalidity:** Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted.

v. **Governing Law:** This Agreement shall be governed by the laws of the State of Kansas. Should judicial intervention be required, the parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.

w. **Accounting System:** The CMHCs accounting system shall meet generally accepted accounting principles.

x. **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 KDADS. Unless modified by written amendment to this Agreement, there shall be no allowance for costs incurred outside this Agreement. Payments will be issued in the manner prescribed within the contract.

y. **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.

z. **Unearned Funds.** Unless otherwise specified in the Agreement, all unexpended funds paid pursuant to this Agreement identified by the CMHCs independent audit shall be returned to the Kansas Department for Aging and Disability 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.

aa. **Cure for Failure to Perform**. All funds paid pursuant to this Agreement are based on performance measures rather than line item budgets. Therefore, funds 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, KDADS 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, KDADS will allow the CMHC 30 days to correct the non-compliance; develop a corrective action plan acceptable to KDADS; 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 KDADS; or has not appealed the findings, KDADS will recoup all payments made from the date of notification of non-compliance and will suspend or withhold all future payments.

bb. **Data**. The CMHC may have access to private or confidential data maintained by KDADS 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 KDADS promptly at the request of KDADS in whatever form it is maintained by the CMHC.

cc. **Reviews and Hearings**. KDADS has the discretion to require the CMHC to participate in any review, appeal, fair hearing or litigation involving issues related to this Agreement.

dd. **Audit Requirements.** All services that are provided pursuant to the terms of this Contract and in consideration of the funds received, may, at any time, be audited, monitored or evaluated by KDADS. Funds allocated pursuant to this Contract are subject to KDADS Independent audits which shall be carried out in accordance with the KDADS Recipient Monitoring Policy, as amended. The CMHC must submit an audit completed by an independent public accountant within six months of the completion of the CMHCs fiscal year to KDADS Office of Audits and Consulting Services.

If the CMHC receives over $750,000 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 Uniform Guidance on Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance a.k.a OMB Super Circular).

If the CMHC receives less than $750,000 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 the provisions of Uniform Guidance on Administrative

Requirements, Cost Principles, and Audit Requirements (Uniform Guidance a.k.a OMB Super Circular).

The cost for the single audit may be charged against the Federal award. Additional requirements imposed by KDADS, 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:

1. A financial audit of the CMHC conducted in accordance with generally accepted auditing standards. It should assess the extent to which the CMHCs financial reports fairly reflect the CMHCs 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.
2. A report on internal controls and a report on compliance to the award terms and conditions.
3. 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.
4. Any correspondence (e.g., management letters) from the auditor associated with the audit.
5. A review of performance measures required within the award.
6. 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 KDADS. The KDADS Audit Unit may conduct an audit of the provider at their discretion.

ee. **Timely Billing**. The CMHC must use due diligence in submitting billings for services to third party payers, including Medicaid. Should KDADS determine the CMHC is not using due diligence in billing third party payers, KDADS will notify the CMHC of the deficiency. The CMHC must then either:
    1. Develop and carry out a plan which improves its performance in this area to the satisfaction of KDADS, or
    2. Demonstrate to KDADS's satisfaction that the KDADS finding is invalid

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

1. 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 the Congress, or an employee of a Member of the 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.
2. 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 the Congress, or an employee of a Member of the 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.
3. 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.
4. 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.

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

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.

hh. **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 KDADS 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.

ii. **Authorities Incorporated by Reference**: The Parties agree that the following authorities shall be incorporated by this reference as if set forth in full herein:

1.Applicable federal or State of Kansas statutes and/or regulations; and,

2. Applicable KDADS' Policies and Procedures.

jj. **Severability**. If any provision of this Contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, then the balance of all other independent terms of this Contract shall not be affected, and each such provision of this Contract may be enforced to the fullest extent permitted by law.

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

**Sedgwick County, Kansas**

Kansas Department for Aging and Disability Services

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

**Sedgwick County, Kansas**

CMHC Board Chairperson
or Authorized signatory

Date:_____

CMHC Executive Director
or Authorized signatory

Kansas Department for Aging and
Disability Services

Kari Bruffett
Secretary

Date:_____

Date:_____

APPROVED AS TO FORM:

**APPENDIX A**

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

**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. 06-12), 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 State of Kansas 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.

**APPENDIX B:**

## 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.

**Community Based Services (CBS) Program Manager:** The CMHC will designate a staff person to be administratively responsible for target populations for children & youth.

**Community Support Services (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.

**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:** **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 KDADS or the KDADS' 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 KDADS or the KDADS' 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 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
OMB No. 0930-0168 Expires: 08/31/2011 Page 157 of 272 Features
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, tangentially, 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**_____ |
|---|---|---|

**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.

**Youth:** means a person younger than 18 years of age.

**Priority Populations:**- means persons in the priority target population and include:

a. Youth who have a serious emotional disturbance (SED) as defined in the glossary;

b. Adults who have a severe and persistent mental illness (SPMI) as defined in the glossary;

c. Other persons who are determined by the center's established clinical criteria and procedures to be at high risk of the following due to their mental illness:

1. Adults or youth 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 those who have frequent contact with law enforcement and the judicial system; and
6. Being placed in the custody of the Department for Children and Families or the Juvenile Justice Authority.

d. Persons who are uninsured or underinsured and being discharged from state mental health hospitals, psychiatric residential treatment facilities (PRTFs), or nursing facilities for mental health (NFs/MH).

**Engagement:** Identification of individuals in need, screening for eligibility, development of rapport, offering support while assisting with immediate and basic needs, and connection with appropriate resources.

**Outreach:** - The process of bringing individuals who do not access traditional services into treatment. Effective outreach utilizes strategies aimed at engaging persons into the needed array of services, including identification of individuals in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Outreach results in increased access to and utilization of community services. Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods. Outreach may also include "in reach," defined as when placement of outreach staff is in a service site such as a school, shelter, community resource center, (other) and direct, face-to-face interactions occur at that site. In this form of outreach, individuals seek out outreach workers.

## APPENDIX C1

### B. OUTCOME MEASURES

**4. Employment: The percentage of consumers with an SPMI who improve their vocational status within the reporting period.**

| AIMS DATA ELEMENT | VOCATIONAL STATUS OF INDIVIDUALS INCLUDED IN MEASURE | POINTS |
|---|---|---|
| 1 | No vocational activity | 0 |
| 11 | Other | 0 |
| 2 | Prevocational activity | 1 |
| 3 | Screening and evaluation of vocational interests and abilities | 2 |
| 4 | Active job search | 3 |
| 5 | Participating in a sheltered work program/sheltered employment | 4 |
| 6 | Employed in transitional employment | 4 |
| 7 | Participating in ongoing volunteer activity | 4 |
| 9 | Any job or set of jobs requiring less than 30 hours per week | 5 |
| 10 | Any job or set of jobs requiring more than 30 hours/week | 6 |
| **AIMS DATA ELEMENT** | **VOCATIONAL STATUS OF INDIVIDUALS EXCLUDED FROM MEASURE** | **POINTS** |
| 8 | Any person who remains home to take care of children or others | N/A |
| 12 | Retired | N/A |

Clients who are Retired or Remain at Home are not considered to be in the workforce and will not be included in the denominator for calculating this performance measure.

Clients whose status is listed as Other are considered to be in the workforce and will be included in the denominator for this measure however should be routinely reviewed by the CMHC to determine if a more appropriate status is available.

## APPENDIX C2

### B. OUTCOME MEASURES

**5. Housing: The percentage of consumers with an SPMI who improve their residential arrangement within the reporting period.**

| AIMS DATA ELEMENT | RESIDENTIAL STATUS INCLUDED IN MEASURE | POINTS |
|---|---|---|
| Null (Blank) | Missing Value | 0 |
| 12 | Precariously Housed | 1 |
| 13 | Homeless | 1 |
| 03 | Nursing Home | 2 |
| 04 | NFMH | 2 |
| 05 | Group Home | 3 |
| 06 | Boarding Home | 3 |
| 07 | Lives with relatives (heavily dependent for personal care and control) | 4 |
| 09 | Supervised Housing Program | 4 |
| 08 | Lives with relatives (but is largely independent) | 5 |
| 10 | Independent Living | 5 |

Clients whose status is listed as Other (AIMS value 11) are not included in the numerator or denominator for this measure, however should be routinely reviewed by the CMHC to determine if a more appropriate status is available.

## APPENDIX C3

**B. OUTCOME MEASURES**

**10. Children and Adolescent Residential Status: The percentage of youth with an SED who improve their residential status within the reporting period.**

| AIMS DATA ELEMENT | RESIDENTIAL STATUS INCLUDED IN MEASURE | POINTS |
|---|---|---|
| 14 | Homeless | 0 |
| 8 | Emergency Shelter | 0 |
| 1 | Jail/Detention | 0 |
| 7 | Group Home | 1 |
| 9 | Therapeutic foster care | 1 |
| 10 | Foster home in CBS less than 3 months | 2 |
| 10 | Foster home in CBS 3 to 5 months | 3 |
| 10 | Foster home in CBS 6 months or more | 4 |
| 11 | Temporarily living with a Relative or Family Friend | 4 |
| 13 | Independent Living | 5 |
| 12 | Permanent Home: Biological, adoptive or other | 5 |
| **AIMS DATA ELEMENT** | **RESIDENTIAL STATUS EXCLUDED FROM MEASURE** | **POINTS** |
| 2 | State Hospital | N/A |
| 3 | Inpatient Psychiatric Unit | N/A |
| 6 | PRTF - Residential Treatment | N/A |
| 5 | Drug/Alcohol Treatment Center | N/A |
| 4 | Crisis Resolution/Stabilization Unit | N/A |

Youth whose residential status indicates placement in an inpatient facility are not considered in the denominator for calculating this performance measure.

The point value assigned to youth in Foster Home for the reporting month is based on the number of consecutive CSR reporting months previously reported in AIMS .