

STATE OF KANSAS  
Kansas Department for Aging  
And Disability Services, and;  
ComCare of Sedgwick County, Inc.

**FIRST AMENDMENT TO  
PARTICIPATING CMHC AGREEMENT FY'18**

THIS First Amendment (the "Amendment") to Participating CMHC Agreement FY'18 (the "Agreement") is made and entered into effective this 1st day of July, 2017 by and among the Secretary of the Department for Aging and Disability Services ("KDADS") and ComCare of Sedgwick County, Inc. ("ComCare"), collectively hereinafter referred to as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into the Agreement effective the 1st day of July, 2017;  
and

WHEREAS, the Parties wish to modify certain terms and provisions of the Agreement pursuant to the terms and conditions contained herein to include provisions for crisis beds.

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties contained in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. AMENDMENT TO SECTION D(1) OF THE AGREEMENT:**

**Section D(1)** of the Agreement is amended by adding a new fifth paragraph after the fourth paragraph thereof:

Compensation for crisis beds under this Amendment shall not exceed \$1,300,000.00 for services rendered. KDADS shall pay amounts due and payable within 30 days after receipt of a valid and approved KDADS invoice. The last payment request shall be marked "FINAL" and submitted by ComCare promptly following completion of the work under this Amendment. After payment of the Final Invoice (Final Payment), no further amount shall be due or payable by KDADS under this Amendment. Crisis bed services are identified in Appendix C: Scope of Work for Crisis Beds.

**II. ADDITIONAL AMENDMENT TO SECTION V(m) OF THE AGREEMENT:**

Section V(m) Services of Notices, is amended as follows:

If to Contractor:

ComCare of Sedgwick County, Inc.  
Attn: Joan Tammany  
271 West 3rd Street North, Ste. 600  
Wichita, Kansas 67202

The rest of the section remains unchanged.

**III. ADDITIONAL AMENDMENT TO SCOPE OF WORK:**

Additional appendices are incorporated herein to specify the Scope of Work for crisis bed services, and the line item budget. Hereafter the Scope of Work for crisis bed services shall be contained in Appendix C, and the Line Item Budget shall be contained in Appendix D, all of which are attached hereto. Appendices C-D are specific to the crisis bed services rendered.

**IV. ADDITIONAL PROVISION #2:**

The following paragraphs are only specific to the funding related to the crisis bed services rendered.

The State of Kansas' current financial situation does not make it possible for KDADS to make firm, unalterable financial commitments. In the event KDADS determines lack of funding requires a modification of this Agreement, KDADS reserves the right to renegotiate terms and conditions of the Agreement with ComCare. ComCare agrees to cooperate with KDADS in negotiating this Agreement should KDADS determine that such modification is necessary to manage the resources available to KDADS.

In the event KDADS is subject to a formal reduction or allotment, KDADS 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 Grantee fifteen (15) calendar days before such alterations or adjustments become effective. Should ComCare believe there is a need to modify other terms or conditions of the Agreement, KDADS, will, in good faith, negotiate regarding the terms of the Agreement.

**V. REAFFIRMATION OF UNMODIFIED TERMS AND PROVISIONS:**

With the exception of the amendments and additions contained herein, all of the rest and remainder of the terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives on the date set forth above.

**KANSAS DEPARTMENT FOR AGING  
AND DISABILITY SERVICES**

**COMCARE OF SEDGWICK  
COUNTY, INC**

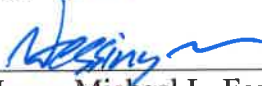
By: \_\_\_\_\_  
Timothy E. Keck, Secretary

By: \_\_\_\_\_  
Joan Tammany, CMHC Executive Director  
Or Authorized signatory

ATTEST

\_\_\_\_\_  
County Clerk

Approved As To Form

  
\_\_\_\_\_  
Name: Michael L. Fessinger  
Title: Assistant County Counselor

State of Kansas  
Kansas Department for Aging  
and Disability Services, and;  
ComCare of Sedgwick County, Inc.

## APPENDIX C SCOPE OF WORK

### **I. INTRODUCTION**

The primary goal of this service grant is to support and stabilize an individual, improve psychological symptoms of distress and to engage them earlier in the process of a mental health or a substance use crisis. The goals of this project include:

1. Decrease reliance on State Mental Health Hospitals (SMHH) as a safety net service provider and establish and support alternative community programming;
2. Decrease admissions to SMHH of individuals who could be stabilized in the community in 10 days or less by connecting individuals to services/resources in their home communities;
3. Increase 24-hour community diversions options for individuals with co-occurring mental health and substance use disorders;
4. Increase 24-hour community options for individuals who are homeless or at risk of becoming homeless, have self-care failure issues or are at risk for adult/child protective services;
5. Reduce the utilization of the SMHH and Psychiatric Residential Treatment Facilities.

Service Delivery shall be consistent with Recovery Oriented systems of Care (ROSC) and Strengths Based Case Management principles. They should also align with Trauma Informed Care (TIC) practices.

### **II. TERMS OF THE AGREEMENT**

This scope of work for crisis bed services shall begin on the July 1, 2017 and shall end June 30, 2018.

### **III. OUTCOMES/GOALS**

Performance Measures Project Services:

1. Decrease admissions to SMHH
2. Reduce 30-day readmission rates to SMHH
3. Engage peer specialist/recovery coaches with treatment/recovery plans
4. Have a follow up plan for individuals that includes utilization of community services (to include intensive case management, substance use disorders treatment, medical follow-up, mental health and/or other services, as needed)

5. Have at least 80% of individuals report through the satisfaction survey process that they are satisfied with the treatment provided and that the treatment was relevant to their presenting concerns
6. Individuals are triaged within 30 minutes and within ninety (90) minutes of intake the individual will meet with a clinician.
7. Assessments and initial stabilization treatment plan documentation are completed within defined timeframes (not to exceed 24 hours) of all individuals admitted
8. The number of individuals who obtain living arrangements outside of the Grantee's inpatient care, as measured by:
  - a. Number who obtained permanent housing
  - b. Number who obtained transitional housing
9. The number of individuals who connect to needed mental health or substance use disorders services as measured by:
  - a. Number of individuals referred to mental health services
  - b. Number of individuals referred to substance use disorders treatment
10. The number of individuals who access needed benefits as measured by:
  - a. Number of individuals who received assistance applying for federal disability benefits and the total number of individuals who attained federal disability benefits

#### **Sustainability Plan**

ComCare shall invest the necessary resources to ensure sustainability involve building support, showing results, and obtaining continuing funding.

ComCare shall present a sustainability plan by May 20, 2018 outlining their plan to invest in the necessary resources to ensure sustainability through engaging in building capacity to sustain through various supports, showing results and obtaining funding.

#### **IV. SERVICES TO BE PROVIDED**

Service Delivery shall be consistent with ROSC and Strengths Based Case Management principles. They should align with TIC practices.

#### **Priority Population to Be Served:**

1. Service Delivery for Sedgwick County residents
2. Adults or children and adolescents who are uninsured, under insured, or known payer source;
3. Adults or children and adolescents who seek inpatient admissions voluntarily;
4. Adults or children and adolescents who may require an involuntary inpatient admission, but are assessed likely to stabilize quickly

5. Adults or children and adolescents who are not Serious Persistent Mental Illness or Severe Emotional Disturbance but have a co-occurring mental health and substance use disorder
6. Adults or children and adolescents whose primary trigger for crisis is related to placement issues coming from jail, self-care failure, homelessness

**Community Based Services shall include:**

1. Mobile crisis services (including peers)
2. 24-hour crisis hotlines
3. Peer crisis services
4. Transportation
5. 24-hour warm lines

**REGULATIONS**

**Evaluation and Admissions**

ComCare must have written protocols for screening individuals presenting for evaluations. If screening results in an individual not being offered services or admitted, ComCare shall maintain documentation of the rationale for the denial of services and referral of the individual.

Level of Care for Community Behavioral Health Providers will be utilized to determine the required need and resulting level of care for admissions.

An initial screening for risk of suicide or harm to others shall be conducted for each individual presenting to the CMHC for evaluation.

A behavioral health professional, as defined in K.S.A. 59-29C02, a qualified mental health professional ("QMHP") or a Licensed Clinician under the direction of the physician shall evaluate and assess each individual within twenty-four (24) hours of admission, document the findings of the assessment(s), and refer to appropriate medical facility for medical clearance. Medications and other treatments shall be prescribed, ordered and administered only in conformance with accepted clinical practice. Medication shall be administered only upon the written order of a physician or upon verbal order noted in the patient's medical records and subsequently signed by a physician.

Care shall include the clinically appropriate level of observation for the individual.

**Safety**

ComCare shall have procedures regarding authorized entry and/or exit between and from the facility services.

ComCare shall have policies and procedures to protect and respect individuals' rights and privacy while conducting searches.

ComCare shall have control of potentially injurious items, clearly defined in policy to include, but may not be limited to:

1. Prohibition of flammables, toxins, ropes, wire clothes hangers, sharp-pointed scissors, luggage straps, belts, knives, shoestrings, or other potentially injurious items;
2. Management of housekeeping supplies and chemicals, including procedures to avoid access by individuals during use or storage. Whenever practical, supplies and chemicals shall be non-toxic or non-caustic;
3. Safeguarding use and disposal of nursing and medical supplies including drugs, needles and other “sharps” and breakable items.

ComCare shall develop and implement policies and procedures, consistent with best practices, for providing care or treatment to individuals that describe interventions to prevent crises and minimize incidents when they do occur, which are organized in a least to most restrictive sequence. The written policies and procedures shall:

1. Emphasize positive approaches to interventions;
2. Protect the health and safety of the individuals served at all times;
3. Specify the methods for documenting the use of the interventions; the admission assessment shall contain an assessment of past trauma or abuse, how the individuals served would prefer to be approached should the individual become dangerous to themselves or to others and the findings from this initial assessment shall guide the process for determining interventions.

ComCare shall develop policies and procedures for implementing suicide prevention interventions addressing:

1. Screening
2. Crisis safety plan
3. Assessments
4. Staffing
5. Levels of observation and documentation

## **Suicide**

Policies and procedures related to individuals clinically determined to be actively suicidal shall require constant visual observations, including:

1. One to one supervision;
2. Modifications or removal of suicide prevention interventions shall require clinical justification determined by an assessment, and shall be specified by the attending QMHP or Licensed Clinician under the direction of the physician and documented in the clinical record;
3. A State of Kansas registered nurse or other licensed/certified clinician may initiate suicide prevention interventions prior to obtaining a physician/psychiatrist's directive, or the directive of an individual who has delegated authority from a physician/psychiatrist

working through the crisis unit, but in all instances, must obtain an directive within one (1) hour of initiating the intervention;

4. Staff shall be debriefed immediately following a suicide attempt, identifying the circumstances leading up to the suicide attempt;
5. The crisis unit shall maintain an internal process for updates following the debriefing of what led to the suicide attempt, including changes that could be made to prevent the situation from reoccurring or to better support the individual if future issues do occur.
6. Other high-risk behaviors such as assaultive behavior shall be addressed in other documented policies and procedures.

**Continued Services to be Provided:**

1. ComCare shall provide a 24 hour a day, 7 days a week, inter-disciplinary team of mental, substance abuse disorder and QMHP to provide preliminary assessments and evaluations of individuals presenting with symptoms of mental illness and/or substance use disorder. ComCare shall have a QMHP, Psychiatric consultation and medication services on-call and available at all times.
2. ComCare shall evaluate risk, assess the individuals, stabilize the crisis and make referral to the appropriate level of care within the Community Crisis Center (CCC) located in Wichita, KS, local community hospitals, local mental health centers, substance use disorder providers, or if necessary State Mental Health Hospitals. Based on assessment and triage outcome, the individuals shall be referred to the next level on the continuum of discharge with referral for follow-up with respective community mental health center, Substance Abuse Center of Kansas or another community service provider.
3. ComCare shall provide ongoing and continued assessment to determine the most appropriate clinical service needed to achieve continued stability as individuals return to the community.
4. Standard practice tools shall be utilized for the various services.
5. ComCare shall have staff cross-trained to serve in the various components of service delivery.
6. ComCare shall provide crisis observation services that will focus on crisis stabilization and medication management as an early intervention to address individual needs, reduce hospital admissions, reduce emergency room visits and reduce jail bookings.
7. The crisis observation services will offer up to 23-hour clinical assessment, treatment and observation for individuals who may otherwise be admitted to go a hospital or jail.
8. The crisis observation services shall provide a safe, supportive treatment environment and immediate access to a multi-disciplinary team of professionals.
9. The crisis observation services shall provide a less restrictive alternative for individuals who are likely to stabilize quickly with access to medications, crisis interventions and resource acquisition. The 24/7 service shall offer individuals a thorough mental health and substance use assessment resulting in referrals to the appropriate levels of care.



10. ComCare and/or sub-contractors/subcontractor shall provide crisis detox services which shall include sobering bed, social detox and peer recovery services.
11. Will provide a crisis stabilization of 12 beds for adults and 2 beds for children that will provide programming focused on preventing higher levels of care, including hospitalization and incarceration.
12. CMHC medical director shall provide oversight of the crisis unit.
13. ComCare and/or sub-contractor shall provide psychiatric consultation and medication as necessary.
14. ComCare and/or sub-contractor shall assure that a peer support specialist is integrated into the treatment team and the following list of services shall be available in the crisis stabilization unit.
15. Psychiatric assessments
16. Medication reviews
17. Social history
18. Health needs assessments
19. Individual, group and family treatment
20. Medication reviews and monitoring
21. Close supervision and a safe therapeutic environment
22. Case Management
23. Attendant Care
24. Crisis Intervention
25. Identification of community resources for support
26. Treatment and placement recommendations
27. ComCare and/or sub-contractors shall provide discharge planning within individuals in services to help prevent future crises and to link individuals to appropriate services and supports when they return to their homes.
28. ComCare and/or sub-contractors/subcontractors will assist in the Kansas Client Placement Criteria assessment and recommend necessary treatment services as needed for individuals with substance use disorder.
29. ComCare and/or sub-contractors shall arrange for food services for individuals of the facility.
30. ComCare and/or sub-contractors shall develop a system for medical records. A business associate agreement shall be completed to assure compliance with HIPAA and HITECH.
31. ComCare and/or sub-contractors shall provide needed pharmacy services to individuals in care contingent on crisis continuum grant funding.
32. ComCare and/or sub-contractors shall arrange appropriate security to ensure safety of individuals and staff.

33. ComCare and/or sub-contractors shall administer individual satisfaction surveys to individuals served.
34. ComCare and/or sub-contractors shall provide or arrange for transportation from one care delivery point to the next appropriate level of care.
35. ComCare and/or sub-contractors shall develop policies, procedures and protocols for individual's services and operation of the facilities. These will reflect adoption of best practices and shall comply with all KDADS regulations and policies for reporting critical incidents that occur in the CCC.
36. ComCare and/or sub-contractors shall upon hiring staff for CCC, host training to cross-training staff for their respective roles in the Assessment/Triage Center, Crisis Observation Services, Crisis Detox Services Unit and Crisis Stabilization Unit. This training shall include familiarity with the strengths approach, Recovery Oriented Systems of Care and trauma-informed care. An emphasis shall be on how to approach individuals with co-occurring disorders (mental illness/substance use disorder) in a manner that is therapeutic and consistent with all professional standards. Infectious diseases will be another component of the training curriculum. Crisis-training will continue on a regular basis.
37. ComCare and/or sub-contractors shall use funds to purchase services and supports not otherwise available to provide stability to individuals in their home communities.
38. ComCare and/or sub-contractors shall develop a detailed Communications Plan to introduce, explain and clarify the focus of CCC for key constituencies in Sedgwick County. Case manager and other internal sources shall inform individuals about these expanded and enhanced services. ComCare and/or sub-contractors will give presentations and information about the CCC to substance use support groups, consumer-run organizations/group and local parent and National Alliance on Mental Illness groups.
39. ComCare and/or sub-contractors/subcontractors shall collect outcome data and report on each area of service delivery, submitting reports within the requested time frames.
40. ComCare and/or sub-contractors/subcontractors shall ensure compliance with applicable regulatory requirements at the local, state and national levels. ComCare shall execute memoranda of understanding or contracts between the participating partners and other collaborating agencies/entities.
41. ComCare and/or sub-contractors/subcontractors shall develop a data tracking system that includes, at a minimum, referral source, reason for referral, basic demographics about each individual, payment source (if any), and hours of service utilized by type and services referred to.
42. ComCare and/or sub-contractors shall develop a feedback loop for stakeholder to give recommendations for improvements.
43. ComCare and/or sub-contractors shall follow all KDADS regulations and policies for reporting critical incidents that occur in the center.
44. ComCare and/or sub-contractors must be licensed and comply with all state, federal and local policies, licensing, regulations and requirements related to substance use disorder

(SUD) treatment facilities, crisis stabilization and Residential Care Facilities and will provide a list.

## **V. DELIVERABLES AND REPORTING**

Monthly reports approved by KDADS are due by the 20<sup>th</sup> of the month and shall include:

- A. Invoices and quarterly reports using templates approved by KDADS shall be submitted on the 20<sup>th</sup> day after the end of the quarter where the reports and invoices will be approved by KDADS before any payments will be sent. Submit reports to the Adult Program Community Manager, Chris Bush email [chris.bush@ks.gov](mailto:chris.bush@ks.gov). Reports shall include, but not be limited to:
1. Number of individuals served
  2. List the county of the residence of the individuals served
  3. Average time to complete initial assessments
  4. Average length of wait time for triage
  5. Average length of stay in sobering beds
  6. Average length of stay in crisis observation beds
  7. Number of people who received an alcohol and drug evaluation
  8. Number of individuals referred to social detox
  9. Number of individuals referred to SUD intensive inpatient treatment and attend first session
  10. Number of individuals referred to SUD outpatient treatment and attend first session
  11. Number of individuals who are referred to Medication Assisted Treatment
  12. Number of individuals referred to intermediate SUD treatment and admitted
  13. Number of individuals referred to community based mental health services
  14. Number of individuals referred to short-term stabilization
  15. Number of people discharged with community services
  16. Number of days individuals are provided crisis services
  17. Percentage of individuals who report being satisfied with services provided at CCC
  18. Number of individuals readmitted to services within seven days of discharge
  19. Number of individuals screened and admitted to a SMHH
  20. Number of individuals screened and not admitted to a SMHH
  21. Total number of bed days needed for stabilization
  22. Total number of individuals who obtained permanent housing
  23. Total number of individuals who obtained transitional housing
  24. Total number of individuals who were referred to mental health services
  25. Total number of individuals who were referred to substance use treatment
  26. Total number of individuals who were assisted with applying for federal disability benefits

27. Monthly listing of admitted individuals receiving crisis services with the following information, including, but not limited to: First and last name of individuals, Social security numbers of individuals, Medicaid Identification number of individuals, Indication of individuals housing (pre and post crisis) services, KanCare Managed Care Organization (if applicable) of individuals, Admission date and Discharge date, and Insured status of individuals

B. ComCare and/or sub-contractor shall follow all KDADS regulations and policies for reporting critical incidents that occur in the center (Using Adverse Incident Reporting-AIR)

## **VI. COST AND PAYMENT**

*[See pg. 1 above]*

## **VII. STATE RESOURCES TO BE PROVIDED (IF APPLICABLE)**

1. Provide oversight, monitoring, guidance and case or program specific direction as deemed necessary
2. KDADS will provide reporting templates
3. Participate in Performance Improvement activities
4. Coordinate on-site monitoring at least quarterly
5. Provide technical assistance regarding all federal and state policies and laws impacting mental health and substance use disorder

State of Kansas  
 Kansas Department for Aging  
 and Disability Services, and;  
 ComCare of Sedgwick County, Inc.

**APPENDIX D**

**LINE ITEM BUDGET FOR**  
**CRISIS BEDS**

**COMCARE – Community Crisis Center**

**EXPENDITURES - 2018 BUDGET REQUEST**

Cost Center	2018 Budget Request
<b>COMCARE – Community Crisis Center</b>	
--Personnel	3,141,310
--Contractuals	686,737
--Commodities	69,065

<b>TOTAL BUDGETED EXPENDITURES</b>
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3,897,112

**PROJECTED REVENUES - (BASED ON 1ST 6 MONTHS OF 2017 ACTUALS)**

Revenue Source (for budgets listed above)	2017 Pre
Insurance Fees	7,122
Medicare Fees	5,305
Medicaid Fees	1,204,772
Patient Fees	14,218
Block Grant -CCC Regional**	258,259
Portion of State Contract allocated by COMCARE to CCC	1,033,568

<b>TOTAL ESTIMATED REVENUES</b>
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2,523,246

<b>VARIANCE</b>	<b>{1,373,867}</b>
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\*\*Updated based on FY18 contract - reduction of \$42,946 from FY17