

## EMERGENCY CRISIS STABILIZATION BEDS AGREEMENT

This Emergency Crisis Stabilization Beds Agreement (the "Agreement") is made effective this 1st day of July, 2018 by and between the Secretary of the Kansas Department for Aging and Disability Services ("KDADS") and COMCARE of Sedgwick County ("Contractor"), hereinafter be collectively referred to as the "Parties".

WHEREAS, KDADS is in need of contractual services; and

WHEREAS, Contractor is a recognized vendor of such contractual services and desires to provide them to KDADS; and

WHEREAS, it has been determined by KDADS that the best interests of KDADS and the State of Kansas for Contractor to provide such business consultation services.

NOW, THEREFORE, pursuant to the terms and conditions set forth herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KDADS and Contractor agree as follows:

1. Contractor's Duties. Attached hereto and incorporated herein as Appendix B is a document entitled Proposed Scope of Work ("Scope of Work").
2. Compensation. The total amount payable under this Agreement shall not exceed \$650,000.00. Contractor shall submit a written, itemized invoice on a monthly basis. Assuming approval, the KDADS shall pay such invoice within 30 days of its receipt of the same.
3. Term of Agreement. The term of this Agreement shall commence on 1st day of July, 2018 and shall end on 31st day of December, 2018, unless earlier terminated pursuant to the provisions herein.
4. Agreement Termination, Default and Remedies:
  - a. 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.
  - b. 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.
  - c. 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.
5. 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.

6. 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.

7. Approval of the Director of Purchases. The parties agree that no funds can or will be authorized under this Agreement until the Agreement is approved and the appropriate authority is granted in writing to KDADS by either KDADS Procurement Officer and/or the Director of the Division of Purchases, Department of Administration.

8. 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.

9. 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:

Joan Tammany, CMHC Executive Director  
COMCARE of Sedgwick County  
635 N Main St  
Wichita, Kansas 67203

If to KDADS:

Charles Bartlett  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

And

Timothy E. Keck, Secretary  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

With a copy to:

Chief Counsel, Legal Division  
Kansas Department for Aging and Disability Services  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

10. Reporting. In addition to Contractor's duties and obligations described elsewhere in this Agreement, Contractor shall prepare and deliver to KDADS written reports (the "Reports"). Reports shall be due as follows:

A. Time Period Report Due Date

See the Appendix B: Scope of Work

B. Report Format. All Reports required herein shall be provided to KDADS in electronic format (portable document format) and sent to: Charles Bartlett at Charles.Bartlett@ks.gov and Christina Orton at Christina.Orton@ks.gov. Such Reports shall itemize Contractor's progress for the reporting period. The last report shall be a cumulative report for the Agreement term.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

18. 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 understanding of the parties.

19. Binding Effect. The terms and acknowledgements set forth in the Agreement shall be binding upon the parties and shall inure to the benefit of the parties, and their respective successors, assigns, heirs, executors, administrators and representatives.

20. Dispute Among Contract Terms. In the event there is a dispute as to the priority and/or interpretation of contract terms, the parties intend that the following order shall control: First, the DA-146a; Second, the terms of the written Agreement; and Third, the Scope of Work.

21. 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 property in the District Court for Shawnee County, Kansas.

22. Miscellaneous Provision.

Attachments:

Appendix A: DA 146a (rev. 06-12)

Appendix B: Scope of Work

Appendix C: Line Item Budget

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates noted herein.

**KANSAS DEPARTMENT FOR AGING  
AND DISABILITY SERVICES**

By: \_\_\_\_\_  
Name: Timothy E. Keck  
Title: Secretary  
Date: \_\_\_\_\_

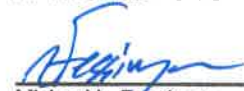
**COMCARE OF SEDGWICK COUNTY,  
INC.**

By: \_\_\_\_\_  
Name: David T. Dennis, Chairman  
Title: Commissioner, Third District  
Date: \_\_\_\_\_

**ACKNOWLEDGED BY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael L. Fessinger  
Assistant County Counselor

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 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 1st day of July, 2018.

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**

### **EMERGENCY CRISIS STABILIZATION BEDS**

#### **SCOPE OF WORK**

#### **I. INTRODUCTION**

- A.** The primary goal of this service Agreement 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.
- B.** 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. OUTCOMES/GOALS**

**A. 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, peer services, 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 Contractor'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

**B. Sustainability Plan:**

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

**III. SERVICES TO BE PROVIDED**

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

**B. 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 with Acute Mental Illness
6. Adults or children and adolescents who have Serious Persistent Mental Illness or Severe Emotional Disturbance
7. Adults or children and adolescents who have a co-occurring mental health and substance use disorder
8. Adults or children and adolescents whose primary trigger for crisis is related to placement issues coming from jail, self-care failure, homelessness

**C. 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

#### **IV. REGULATIONS**

##### **A. Evaluation and Admissions**

1. Contractor must have written protocols for screening individuals presenting for evaluations. If screening results in an individual not being offered services or admitted, Contractor shall maintain documentation of the rationale for the denial of services and referral of the individual.
2. Level of Care for Community Behavioral Health Providers will be utilized to determine the required need and resulting level of care for admissions.
3. An initial screening for risk of suicide or harm to others shall be conducted for each individual presenting to the CMHC for evaluation.
4. 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.
5. Care shall include the clinically appropriate level of observation for the individual.

##### **B. Safety**

1. Contractor shall have procedures regarding authorized entry and/or exit between and from the facility services.
2. Contractor shall have policies and procedures to protect and respect individuals' rights and privacy while conducting searches.
3. Contractor shall have control of potentially injurious items, clearly defined in policy to include, but may not be limited to:
  - a. Prohibition of flammables, toxins, ropes, wire clothes hangers, sharp-pointed scissors, luggage straps, belts, knives, shoestrings, or other potentially injurious items;
  - b. 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;
  - c. Safeguarding use and disposal of nursing and medical supplies including drugs, needles and other "sharps" and breakable items.
4. Contractor 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:



- a. Emphasize positive approaches to interventions;
  - b. Protect the health and safety of the individuals served at all times;
  - c. 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.
5. Contractor shall develop policies and procedures for implementing suicide prevention interventions addressing:
- a. Screening
  - b. Crisis safety plan
  - c. Assessments
  - d. Staffing
  - e. Levels of observation and documentation

### **C. 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.

### **D. Continued Services to be Provided:**

1. Contractor 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.
2. Contractor shall have a QMHP, Psychiatric consultation and medication services on-call and available at all times.

3. Contractor shall evaluate risk, assess the individuals, stabilize the crisis and make referral to the appropriate level of care within the Contractor, 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.
4. Contractor shall provide ongoing and continued assessment to determine the most appropriate clinical service needed to achieve continued stability as individuals return to the community.
5. Standard practice tools shall be utilized for the various services.
6. Contractor shall have staff cross-trained to serve in the various components of service delivery.
7. Contractor 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.
8. 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.
9. The crisis observation services shall provide a safe, supportive treatment environment and immediate access to a multi-disciplinary team of professionals.
10. 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.
11. Contractor and/or sub-contractors/subcontractor shall provide crisis detox services which shall include sobering bed, social detox and peer recovery services.
12. 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.
13. CMHC medical director shall provide oversight of the crisis unit.
14. Contractor and/or sub-contractor shall provide psychiatric consultation and medication as necessary.
15. Contractor 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.
16. Psychiatric assessments
17. Medication reviews
18. Social history
19. Health needs assessments
20. Individual, group and family treatment
21. Medication reviews and monitoring

22. Close supervision and a safe therapeutic environment
23. Case Management
24. Attendant Care
25. Crisis Intervention
26. Identification of community resources for support
27. Treatment and placement recommendations
28. Contractor 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.
29. Contractor 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.
30. Contractor and/or sub-contractors shall arrange for food services for individuals of the facility.
31. Contractor 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.
32. Contractor and/or sub-contractors shall provide needed pharmacy services to individuals in care contingent on crisis continuum grant funding.
33. Contractor and/or sub-contractors shall arrange appropriate security to ensure safety of individuals and staff.
34. Contractor and/or sub-contractors shall administer individual satisfaction surveys to individuals served.
35. Contractor and/or sub-contractors shall provide or arrange for transportation from one care delivery point to the next appropriate level of care.
36. Contractor 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.
37. Contractor and/or sub-contractors shall upon hiring staff for Community Crisis Center (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.
38. Contractor and/or sub-contractors shall use funds to purchase services and supports not otherwise available to provide stability to individuals in their home communities.
39. Contractor and/or sub-contractors shall develop a detailed Communications Plan to introduce, explain and clarify the focus of CCC for key constituencies in Sedgwick Case

manager and other internal sources shall inform individuals about these expanded and enhanced services. Contractor 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.

40. Contractor and/or sub-contractors/subcontractors shall collect outcome data and report on each area of service delivery, submitting reports within the requested time frames.
41. Contractor and/or sub-contractors/subcontractors shall ensure compliance with applicable regulatory requirements at the local, state and national levels.
42. Contractor shall execute memoranda of understanding or contracts between the participating partners and other collaborating agencies/entities.
43. Contractor 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.
44. Contractor and/or sub-contractors shall develop a feedback loop for stakeholder to give recommendations for improvements.
45. Contractor and/or sub-contractors shall follow all KDADS regulations and policies for reporting critical incidents that occur in the center.
46. Contractor 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, **Charles Bartlett** at **Charles.Bartlett@ks.gov** and **Christina Orton** at **Christina.Orton@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.** Contractor 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. TERM, 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.

**APPENDIX C**  
**LINE ITEM BUDGET FOR CRISIS BEDS**

N/A