

**AGREEMENT FOR PARTICIPATING COMMUNITY MENTAL HEALTH CENTER  
CONSOLIDATED CONTRACT**

**«Contract\_»**

**«ID\_»**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2009 by and between «Center», whose address is «Street\_Address», «CityStateZip», hereinafter referred to as “CMHC” or “Center”, and the Secretary of the Kansas Department of Social and Rehabilitation Services, whose address is 915 SW Harrison, Docking State Office Building, Topeka, Kansas 66612, hereinafter referred to as “SRS” or “Secretary”.

Whereas, the Secretary, authorized by K.S.A. 39-708c to enter into contracts, desires to fund medically necessary mental health services for individuals needing services within the CMHC’s designated county(ies) of «Counties\_Served»;

Whereas, the CMHC is a recognized provider of said goods or services and desires to provide the same to the citizens of Kansas.

Whereas, K.S.A. 19-4001 et seq. authorizes the board of county commissioners to establish community mental health centers and states that no persons shall be denied community mental health services because of their inability to pay;

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

Whereas, funding included in this agreement is intended to, in part, fund the cost of community mental health services to persons with mental illness without the ability to pay;

Whereas, the state funding for this agreement has been reduced from that provided in state fiscal year 2009 and both parties acknowledge that fulfilling certain provisions of this agreement are subject to available resources;

Whereas, the CMHC must meet the licensing requirements contained in K.A.R. 30-60-1 et seq. (CMHC licensing regulations) especially emergency treatment and first responder services and K.A.R. 30-61-1 et seq. especially liaison services;

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

- 1) DEFINITIONS
  - a. “Consumer” means a person with mental illness who is a direct recipient of mental health services and supports.
  - b. “Youth” means a person less than 18 years of age.
  - c. Persons in the priority target populations include:

- i. Youth who have a serious emotional disturbance (SED) as defined in the glossary;
- ii. Adults who have a severe and persistent mental illness (SPMI) as defined in the glossary; and
- iii. Other persons who, are:
  - 1. At risk of requiring inpatient mental health care and treatment due to their mental illness;
  - 2. Causing or at serious risk of causing serious harm to themselves or others due to their mental illness;
  - 3. Likely to experience serious deterioration in their mental health if they do not receive community mental health treatment;
  - 4. Homeless or at risk of homelessness due to their mental illness; or
  - 5. At risk of being jailed due to their mental illness.

2) **SCOPE OF WORK:** The CMHC shall use funds from this agreement to provide medically necessary services to persons with mental illness, especially persons in the target populations. The CMHC will fulfill this scope of work to the extent possible within its available resources. If the CMHC's resources are insufficient to fulfill the entire scope of work the CMHC will, in addition to providing emergency treatment and first responder services required by CMHC licensing requirements K.A.R 30-60-1 (a) (2), serve persons and provide services in the following priority order:

First, Inpatient screenings: Funds may be used for the cost of necessary screenings not otherwise funded through Kansas Health Solutions or Electronic Data Systems (EDS) Medicaid Management Information System (MMIS);

Second, Persons in the priority target population described above who do not have the ability to pay;

Third, Liaison Services: The CMHC will actively and effectively participate in admission and discharge decisions and in treatment planning for all consumers from the CMHC's catchment area who are served in a state mental health hospital, nursing facility for mental health (NF/MH), or psychiatric residential treatment facility (PRTF);

Fourth, Persons not in the target population who do not have the ability to pay.

Determination of which individual consumer will receive priority services is based on the priorities listed above, the CMHC's clinical judgment, and available resources. Limitations on the scope of work will be revisited by the parties when reduced funding is restored.

3) SRS will interpret K.A.R. 30-60-1 et seq. and K.A.R. 30-61-1 et seq. consistent with the terms of this agreement and will work cooperatively with the CMHC to examine all CMHC regulations and AIMS data elements to make expeditious changes to reduce the administrative cost of providing services while maintaining consumer treatment standards. The expeditious changes of K.A.R. 30-60-1 et seq. will include needed changes to regulations that limit what the CMHC may do if a consumer refuses to pay reasonable fees for services.

- 4) Within the parameters described in this agreement the CMHC will:
  - a. Provide accessible, timely, and appropriate services to meet, within available resources and consistent with priorities listed above, the needs of the consumers based on an individual treatment plan prepared with the consumer, and, as appropriate, the consumer's family, designated friends, support staff, and professionals. The individual treatment plan will take into consideration consumer choice consistent with consumer and family driven practices and the safety of the consumer and the community.
  - b. Not deny or limit access to medically necessary mental health services to consumers based solely on the presence of a substance abuse disorder or the receipt of services for a substance abuse disorder.
  - c. Will offer medically necessary community mental health services and supports to consumers discharged from a state mental health hospital, NF/MH, or PRTF and, if the consumer accepts services, the CMHC will provide such services in a timely manner.
- 5) The CMHC and SRS agree to work cooperatively in determining the number of consumers who are either in the target or non-target population and who are uninsured or underinsured for medically necessary community mental health services. The CMHC and SRS agree to work cooperatively to determine the estimated cost of providing medically necessary community mental health services to these consumers and resources needed to serve these populations.
- 6) Outcome Measures: Within the parameters of this agreement, the CMHC is expected to provide medically necessary community mental health services to the consumers in the target population it services in such a manner that promotes optimal outcomes in their lives. Each CMHC will cooperate with the SRS Performance Improvement (PI) staff to make improvements necessary to meet defined outcomes for consumers it serves. This cooperation shall include providing the PI staff with reasonable access to all of the facilities and administrative records of the CMHC and to all clinical records and treatment or service activities of the CMHC.

If SRS determines that a CMHC outcome is significantly below the average outcome of all CMHCs, SRS may present such findings to the CMHC. Generally SRS will interpret significantly below the average as one standard deviation below the average CMHC score. When presented with such findings, the CMHC, in collaboration with SRS, will evaluate the reasons for the below average outcome. If a performance improvement plan is appropriate to address the issue and if the CMHC's performance is still significantly below the average at the time the deficient outcome is communicated to the CMHC, the CMHC will develop and implement a performance improvement plan to improve the outcome(s). The performance improvement plan will specify the actions the CMHC will take including mile stones and measurement intervals. SRS will monitor the CMHC's progress improving its outcome(s) to ensure adequate progress is made and/or the need to modify the performance improvement plan. If the CMHC believes that improving the outcome is beyond its control or available resources, the CMHC may request an exception to developing and implementing a performance improvement plan. SRS will evaluate the request and determine if SRS agrees with the request or a performance improvement is warranted. SRS will notify the CMHC in writing of its determination.

SRS will share available outcomes and trend lines with the CMHC quarterly, but will limit requests for performance improvement plans for each individual CMHC to twice per year.

This principle of “outlier” performance improvement management applies to the following outcomes:

- a. The percentage of consumers with an SPMI who work. The CMHC will report the percentage of adults with an SPMI who are competitively employed or in school.

Numerator: Number of consumers with an SPMI receiving Community Support Services (CSS) who are competitively employed or in school.

Denominator: Total number of consumers with an SPMI receiving CSS services

Data Source: AIMS system/Client Status Reports (CSR)

Reported: Quarterly by established catchment areas

- b. The percentage of consumers with an SPMI who live independently. The CMHC will report the percentage of consumers with an SPMI who are living independently.

Numerator: Number of consumers with an SPMI receiving CSS services who are living independently

Denominator: Total Number of consumers with an SPMI receiving CSS services

Data Source: AIMS system (CSR).

Reported: Quarterly by established catchment areas

- c. The percentage of youth with an SED who live in a family home. The CMHC will report the percentage of youth with an SED receiving Community Based Services (CBS) who are residing in a family home setting. The CMHC will include in its report youth in a family home, living independently, with kin, or in a family foster home.

Numerator: Number of youth with an SED receiving CBS services who are residing in a family home setting

Denominator: Total number of youth with an SED receiving CBS services

Data Source: AIMS system (CSR).

Reported: Quarterly by established catchment areas

- d. The percentage of youth with an SED receiving CBS who attend school regularly. The CMHC will report the percentage of youth with an SED receiving CBS services who are attending school regularly. The definition for attending school regularly will be that which is used in the AIMS manual.

Numerator: Number of youth with an SED receiving CBS services who are attending school regularly

Denominator: Total number of youth with an SED receiving CBS services

Data Source: AIMS system (CSR).

Reported: Twice per year by established catchment areas

- e. The per capita number of consumers with an SPMI served by the CMHC in the CMHC’s catchment area.

Numerator: Number of unduplicated consumers with an SPMI as reported in AIMS served by the CMHC

Denominator: Number of persons per ten thousand living in the CMHC catchment area in the adult age range

Data Source: AIMS system, Governor's Economic and Demographic Report

Reported: Quarterly

- f. The per capita number of youth with an SED served by the CMHC in the CMHC's catchment area.

Numerator: Number of unduplicated youth with an SED as reported in AIMS served by the CMHC

Denominator: Number of persons per ten thousand living in the CMHC catchment area in the youth age range

Data Source: AIMS system, Governor's Economic and Demographic Report

Reported: Quarterly

- g. The per capita number of bed days that the CMHC utilizes state mental health hospitals, NF/MHs, and PRTFs for persons living in its catchment area.

Numerator: Number of bed days used by consumers from the CMHC catchment area

Denominator: Number of persons per ten thousand living in the CMHC catchment.

Data Source: State mental health hospital admissions data, Medicaid Management Information System, Governor's Economic and Demographic Report

Reported: Quarterly

- h. The per capita number of consumers with an SPMI in the target population as reported in AIMS, who are homeless in the CMHC catchment area.

Numerator: Number of consumers with an SPMI the CMHC reports are homeless

Denominator: Number of persons per ten thousand living in the CMHC catchment area.

Data Source: AIMS system

Reported: Quarterly

- 7) Performance Expectations: In addition to the outcome measures listed above the CMHC is expected to comply with the following performance expectations. If SRS finds that the CMHC has failed to meet any one of these performance expectations SRS may notify the CMHC of its findings. When presented with this notification the CMHC will develop and implement a performance improvement plan to address the deficiency(ies). SRS will monitor progress toward achieving the performance expectation. If the CMHC believes that meeting the performance expectation is beyond the CMHC's control or available resources, the CMHC may request an exception to writing and implementing a performance improvement plan. SRS will evaluate the request and determine if it agrees with the request or a performance improvement plan is warranted. SRS will notify the CMHC in writing of its determination.

- a. The CMHC will complete 98% of annual screens for continued stay (SCS) for NF/MH consumers for whom they are responsible. This includes reporting to SRS Mental Health Services the results of these screens, and submission of any other appropriate

data or reports as SRS may determine necessary to fully explain the CMHC's determination for continued stay. The CMHC will make a good faith effort of arranging for a consumer facilitator to participate in each Screen for Continued Stay. The CMHC will submit claims for payment of the SCS through the MMIS using the billing code T2011. The CMHC will be reimbursed \$300 per Screen for Continued Stay. The CMHC will pay the consumer facilitator \$50 per Screen for Continued Stay for their participation and assist with transportation when feasible. The CMHC agrees that it will bill only \$250 per screen if it is unable to arrange for a consumer facilitator to participate in the screen.

- b. The CMHC shall report complete and accurate demographic, client status 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 will report this data as specified in the AIMS Manual to Kansas Health Solutions (KHS) by the 15<sup>th</sup> of the following month. The CMHC will report 100% complete and accurate demographic data and client status admission data (as specified in the AIMS Manual) for at least 90% of their consumers every month. CMHCs are out of compliance with this requirement if they fail to achieve and maintain a 90% or higher complete reporting rate on the AIMS Data Completion Report. In addition, missing information for any specific data element may not exceed 10% of the total number of consumers with missing data elements.
  - c. The CMHC will provide Client Status Report (CSR) updates for adults and youth in the enrolled targeted reporting populations. The CMHC will report monthly client status updates according to the definitions for the targeted reporting populations specified in the AIMS Manual to KHS by the 15<sup>th</sup> of the following month. The CMHC is required to report 100% complete and accurate monthly client status updates, as specified in the AIMS Manual, for at least 93% of their consumers every month. The CMHC is out of compliance with this requirement if they fail to achieve and maintain 93% or higher complete reporting rate on the AIMS Targeted Population CSR Data Collection Completion Report. Data reports, such as the Adult and Children CSRs, will also be used to monitor this data reporting requirement.
  - d. The CMHC shall maintain the supporting documentation to verify their AIMS reporting for at least 5 years for inspection by SRS to determine completeness and accuracy.
  - e. The CMHC is required to provide 100% of data that cannot be obtained through AIMS for the Federal Mental Health Block Grant Application and Implementation Report within 45 days of a written request from SRS.
  - f. The CMHC will participate in mental health disaster planning at both the local and state level within available resources.
  - g. The CMHC will effectively participate in training and activities that are designed to improve consumer eligibility for federal disability benefits and Medicaid eligibility within available resources.
- 8) The CMHC will provide all youth with an SED access to a complete array of mental health services and supports provided within a family centered system of care (FCSC)

plan approved by SRS. A FCSC is comprised of three basic principles for youth with an SED and their families: community collaboration, parent support/family empowerment, and an array of community based services as reflected in its approved plan. The CMHC must submit any proposed changes to its FCSC Plan in writing to SRS and will obtain written approval from SRS before implementing such changes to its FCSC Plan. FCSC funding may not be used to supplant current activities or services.

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

CMHC will receive \$«FCSC\_\_for\_merging» in funding for Family Centered System of Care. This amount is included in the total compensation of this Agreement.

9) **CONDITIONS**

Both the CMHC and SRS further agree that:

1. The provisions of this Agreement shall apply to the period of time from July 1, 2009 until June 30, 2010, and can be extended upon written agreement by both parties.
2. Performance information from this Agreement will be available for public inspection and will be periodically published and distributed by SRS.
3. Neither party to the Agreement shall prohibit or prevent the Legislative Division of Post Audit, SRS staff or designee, or SRS Office of Audits & Consulting Services from having access to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this Agreement. (See K.S.A. 46-1101 et. seq.).
4. This Agreement constitutes the whole Agreement between the parties and it is mutually understood and agreed no alternative or variation to the terms of this Agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.
5. The provisions found in the contractual provisions attached (Form DA-146a) and the Glossary, which is attached hereto and executed by both parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.
6. This Agreement may be canceled and the future obligations of the parties hereto shall cease upon written notice of cancellation by either party given at least 30 days in advance of the effective date of cancellation.
7. If the cancellation is effective on a date other than the beginning a quarterly pay period and before the payment of the next quarterly prospective payment, the next proceeding quarterly payment will be only an amount equal to the ratio of the number of days of participation compared to the total days in the quarter.
8. If the cancellation occurs during a quarterly payment period for which a prospective payment has already been made by SRS and the cancellation is effective on a date before the final day of the payment period, than the CMHC will refund to SRS a daily

prorated amount of the prospective payment equal to the number of days between the effective date of cancellation and the end of the semi-annual payment period, no later than 15 days after the effective date of the cancellation.

9. The CMHC agrees to assume responsibility for and to indemnify, protect, save and hold harmless SRS from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney fees), imposed on, incurred by, or asserted against SRS which in any way relates to or arises out of the CMHC's performance of the terms and conditions contained in this Agreement, unless caused solely by SRS and its agents.
10. SRS agrees to assume responsibility for and to indemnify, protect, save and hold harmless the CMHC from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney fees), imposed on, incurred by, or asserted against the CMHC which in any way relates to or arises out of SRS performance of the terms and conditions contained in this Agreement, unless caused solely by the CMHC or its agents.
11. The CMHC warrants and agrees that it is currently licensed as a mental health CMHC and that it shall maintain such licensing during the term of this Agreement.
12. The descriptive headings of the provisions of this Agreement are formulated and for convenience only and shall not be deemed to effect the meaning or construction of any such provision.
13. This Agreement shall be interpreted under and governed by the laws of the State of Kansas.
14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be effected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
15. **Payments.** In no event shall the CMHC be entitled to payments for costs incurred in excess of the amount set forth in this Agreement without prior written approval of SRS. Unless modified by written amendment to this Agreement, there shall be no allowance for costs incurred outside this Agreement. The CMHC shall only be paid for actual work performed and services delivered.
16. **Inspection and Acceptance.** All effort performed under this Agreement is subject to inspection by various agencies. The CMHC may be required to provide personnel to accompany the regulatory agency inspection or review teams. CMHC personnel shall be knowledgeable concerning the work being inspected. In addition, the CMHC may be required to participate in responding to the request for information or other findings by regulatory agencies.
17. **Duplication of Funds.** By acceptance of this Agreement, the CMHC declares and assures that no costs or expenditures which have been funded by other federal or state

Grant funds have been duplicated or otherwise included as part of the funding request in this Agreement.

18. **Unearned Funds.** Unless otherwise specified in the Agreement, all unexpended funds paid pursuant to this Agreement identified by the CMHC's independent audit shall be returned to the Department of Social and Rehabilitation Services within 30 days of the CMHC receiving their independent audit.

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

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

20. **Data.** The CMHC may have access to private or confidential data maintained by SRS to the extent necessary to carry out its responsibilities under this Agreement. The CMHC must comply with all the requirements of the Kansas Open Records Act in providing services under this Agreement. The CMHC shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. The CMHC must agree to return any or all data furnished by SRS promptly at the request of SRS in whatever form it is maintained by the CMHC.

21. **No Waiver of Conditions.** Failure of SRS to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any other default of the CMHC.

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

23. **Retention of Records and Reports.** Unless otherwise specified in the Agreement, the CMHC shall preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a minimum of three (3) State fiscal years from the date of the expiration or termination of this Agreement. Matters involving litigation shall be kept for the minimum of the three (3) year period or for one (1) year following the termination of litigation, including all appeals, whichever is longer. CMHC shall notify SRS of any circumstances which impair the integrity or security of such materials during the retention period.
24. **Audit Requirements.** The CMHC must submit an audit completed by an independent public accountant within six months of the completion of the CMHC's fiscal year to SRS Office of Audits and Consulting Services.

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

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

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

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

These limited scope engagements shall include at a minimum:

- A financial audit of the CMHC conducted in accordance with generally accepted auditing standards. It should assess the extent to which the CMHC's financial reports fairly reflect the CMHC's financial condition and include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.
- A report on internal controls and a report on compliance to the award terms and conditions.
- The report on compliance shall address one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and reporting; or compliance requirements as specified in the award document or applicable OMB Compliance Supplement.
- Any correspondence (e.g., management letters) from the auditor associated with the audit.
- A review of performance measures required within the award.
- A detailed schedule of revenues and expenditures must be prepared with some assurance by the auditor that it is an accurate representation of federal and state

funds. The independent auditor should include a schedule listing total revenues and total expenditures (state share and federal share) for each award.

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

25. **Timely Billing.** The CMHC must use due diligence in submitting billings for services to third party payers, including Medicaid. Should SRS determine the CMHC is not using due diligence in billing third party payers, SRS will notify the CMHC of the deficiency. The CMHC must then either:
  - a. Develop and carry out a plan which improves its performance in this area to the satisfaction of SRS, or
  - b. Demonstrate to SRS's satisfaction that the SRS finding is invalid.
  
26. **Certification Regarding Debarment and Suspension:** The CMHC and each of its principals, hereby certifies that they:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - b. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (12)(b) of this certification; and
  - d. have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
27. **Certification Regarding Lobbying:** The undersigned certifies, to the best of his/her knowledge and belief, that:
  - a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

29. By signing this Agreement the CMHC certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of an indoor facility used for the provision of services for children as defined by the Act.

30. The CMHC agrees that it will require that the language of this certification be included in any sub awards which sub recipients shall certify accordingly.
31. **Compliance with Laws and Regulations:** The CMHC agrees that it will comply with all federal, state, and local laws and regulations including, but not limited to:

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

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

32. SRS agrees and promises total compensation for the 12 month period of this Agreement will be \$«Contract\_Amount\_for\_merging». This includes all state general funds, Family Centered System of Care funding, and Federal Mental health Block Grant funding associated with this agreement. After the agreement has been signed and encumbered, SRS shall issue the first payment of one-quarter of the total agreement amount. The payment for the next quarterly payments shall be issued in October 2009, January 2010 and April 2010 contingent on receipt of all required program and financial reports.
33. In the event that payments are withheld, the CMHC has the right to request a fair hearing appeal according to K.A.R. 30-7-64 et seq as indicated below. The written request for such appeal should include the issues you are contesting and must be sent to and received by the Office of Administrative Hearings, Department of Administration, 1020 S. Kansas Ave., Topeka, KS 66612-1327. A failure to timely request or pursue such an appeal may adversely affect your rights on any other judicial review actions.
34. The State of Kansas' current financial situation does not make it possible for SRS to make firm, unalterable financial commitments. In the event SRS determines lack of

funding requires a modification of this agreement, SRS reserves the right to renegotiate terms and conditions of the agreement with the CMHC. The CMHC agrees to cooperate with SRS in renegotiating this agreement should SRS determine that such modification is necessary to manage the resources available to SRS.

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

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

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

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

- a. Required/Permitted Uses Section 164.504(e)(2)(I): The CMHC is required/permitted to use the PHI to fulfill the terms of this Agreement and to demonstrate compliance with the terms of this Agreement to SRS.
- b. Required/Permitted Disclosures Section 164.504(e)(2)(I): The CMHC shall disclose SRS’ PHI only as allowed herein or as specifically directed by SRS.
- c. Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): The CMHC agrees that it will not use or further disclose the PHI other than as permitted or required by this Agreement or as required by law.
- d. Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): The CMHC is permitted to use and disclose PHI received from SRS in its capacity as a CMHC to SRS if such use is necessary for proper management and administration of the CMHC or to carry out the legal responsibilities of the CMHC.
- e. Minimum Necessary: The CMHC agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.

- f. Safeguarding and Securing PHI Section 164.504(e)(2)(ii)(B): The CMHC agrees to take steps to protect the physical security of and prevent unauthorized access to the PHI and upon request will furnish SRS with a written description of such steps taken. The CMHC agrees to allow authorized representatives of SRS access to premises where the PHI is kept for the purpose of inspecting physical security arrangements.
- g. Appropriate administrative, technical, procedural and physical safeguards shall be established by the CMHC to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is required by the HIPAA regulations.
- h. Security of facilities: The CMHC shall provide all reasonable security procedures at any place where services are performed by the CMHC under this Agreement. The CMHC personnel shall comply with the rules of SRS with respect to access to SRS offices, data files and data.
- i. Agents and Subcontractors Section 164.504(e)(2)(ii)(D): The CMHC will ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from SRS or created or received by the CMHC on behalf of SRS agrees to the same restrictions and conditions that apply to the CMHC with respect to such information.
- j. Right to Review: SRS reserves the right to review terms of agreements and contracts between the CMHC and subcontractors as they relate to the use and disclosure of PHI belonging to SRS.
- k. Notification Section 164.504(e)(2)(ii)(C): The CMHC shall notify SRS both orally and in writing of any use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of SRS or the CMHC.
- l. Transmission of PHI: The CMHC agrees to follow the HIPAA standards with regard to the transmission of PHI.
- m. Employee Compliance with Applicable Laws and Regulations: The CMHC agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Agreement.
- n. Custodial Responsibility, «First\_Name» «Last\_Name», Executive Director of «Center», is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, the CMHC shall notify SRS promptly.
- o. Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): The CMHC will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. The CMHC will make the PHI

available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. The CMHC will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.

- p. Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): The CMHC will make its internal practices, books, and records relating to the use and disclosure of the PHI received from SRS, or created or received by the CMHC on behalf of SRS, available to the Secretary of Health and Human Services for purposes of determining SRS's compliance with 45 C.F.R. Parts 160 and 164. The CMHC will make these same practices, books and records available to SRS or its designee upon request.
- q. Contract Termination Section 164.504(e)(2)(ii)(I): The CMHC agrees that within 60 days of the termination of this Agreement, it will return or destroy, at SRS' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Agreement shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- r. Termination for Compliance Violation Section 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): The CMHC acknowledges that SRS is authorized to terminate this Agreement if SRS determines that the CMHC has violated a material term of this section of the Agreement. If termination of the Agreement is not feasible due to an unreasonable burden on SRS, the CMHC's violation will be reported to the Secretary of Health and Human Services, along with steps SRS took to cure or end the violation or breach and the basis for not terminating the Agreement.

36. **Accounting System:** The CMHC's accounting system shall meet generally accepted accounting principles.

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

CMHC NAME

KANSAS DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

\_\_\_\_\_  
CMHC Board Chairperson  
Or Authorized signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Jordan  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
CMHC Executive Director  
Or Authorized signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Dalton  
Deputy Secretary  
Disability and Behavioral Health Services

\_\_\_\_\_  
Date

## 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. 1-01), 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 1<sup>st</sup> day of July, 2008.

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.

2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

## GLOSSARY

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

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

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

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

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

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

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

- a. Authority. The mental health intervention is recommended by the treating clinician and is determined to be necessary by the Secretary or the Secretary's designee.
- b. Purpose. The clinical intervention has the purpose of treating mental illness.
- c. Scope. The mental health intervention provides the most appropriate level of service, considering potential benefits and harms to the client.
- d. Evidence. The mental health intervention is known to be effective in improving mental health outcomes. The scientific evidence for each existing intervention shall be considered first and, to the extent possible, shall be the basis for determinations of medical necessity. If no scientific evidence is available, professional standards of care shall be considered. If professional standards of care do not exist, or are outdated or contradictory, decisions about existing interventions shall be based on expert opinion. Coverage of existing interventions shall not be denied solely on the basis that there is an absence of conclusive scientific evidence. Existing interventions may be deemed to meet this definition of medical necessity in the absence of scientific evidence if there is a strong consensus of effectiveness and

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

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

**Severe and Persistent Mental Illness (SPMI)**

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

**Method to determine SPMI**

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

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

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

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

***Category A Diagnoses:***

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

**Category B Diagnoses:**

All Other Bipolar I Disorders, not listed in Category 1  
296.89 Bipolar II Disorder  
296.23 Major Depressive Disorder, Single Episode, Severe, Without Psychotic Features  
296.24 Major Depressive Disorder, Single Episode, With Psychotic Features  
296.32 Major Depressive Disorder, Recurrent, Moderate  
296.33 Major Depressive Disorder, Recurrent, Severe, Without Psychotic  
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 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. Has been unemployed, employed in a sheltered setting, or has markedly limited skills and a poor work history;
2. Requires public financial assistance for their out-of-institutional maintenance and is unable to procure such financial assistance without help;
3. Shows severe inability to establish or maintain a personal support system, evidenced by extreme withdrawal and social isolation;
4. Requires help in instrumental activities of daily living such as shopping, meal preparation, laundry, basic housekeeping, and money management;
5. 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);
6. 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-harm).

Adults that would have met functional impairment criteria during the referenced time period without the benefit of treatment or other support services are included here, abusive acts, inappropriate sexual behavior, verbal harassment of others, physical violence toward others).

**Step three: Risk Assessment**

Completion of the risk assessment.

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

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

| NOTE: You may mark only <u>ONE</u> 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                       |       |
|                                                                                                                                                                                                                                        | <b>TOTAL SCORE:</b>     |                         |       |

\* **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 \_\_\_\_\_