

31-25-000265  
4695-7

## PARTICIPATING CMHC AGREEMENT FY 2026

THIS Participating CMHC Agreement (the "Agreement") is made and entered into this 1st day of July, 2025, by and between, COMCARE of Sedgwick County hereinafter referred to as "CMHC" or "center", and the Secretary of the Kansas Department for Aging and Disability Services, hereinafter referred to as "KDADS", all of whom may collectively hereinafter be referred to as the "Parties".

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

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

Whereas, KDADS, authorized by K.S.A. 39-1610 to enter into contracts, desires to fund community-based mental health services for individuals needing services within the CMHCs designated catchment area;

Whereas, the CMHC must meet the licensing requirements in K.A.R. 30-60-1 *et seq.* and K.A.R. 30-61-1 *et seq.*

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties do hereby mutually covenant and agree as follows:

### I. Community-Based Behavioral Health Services

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

K.S.A. 39-1602 (b) states that "'Community based mental health services' includes, but is not limited to, evaluation and diagnosis, case management services, mental health inpatient and outpatient services, prescription and management of psychotropic medication, prevention, education, consultation, treatment and rehabilitation services, 24-hour emergency services, and any facilities required therefor, that are provided within one or more local communities in order to provide a continuum of care and support services to enable mentally ill persons, including targeted population members, to function outside of inpatient institutions to the extent of their capabilities. Community based mental health services also include assistance in securing employment services, housing services, medical and dental care, and other support services."

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

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

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

K.S.A. 65-4433 states “for the purpose of insuring that adequate mental health services are available to all inhabitants of Kansas, the state shall participate in the financing of mental health centers in the manner provided by this act.” All inhabitants of Kansas include individuals who are enrolled target populations, enrolled non-target populations, and non- enrolled populations.

#### *A. Scope of Work*

Funding for the Scope of Work is comprised of funding allotments from the Mental Health Block Grant (MHBG), Mental Health Reform (KSA 39-1601), State Aid (KSA 65-4431), and monies for screening services.

There are seven (7) services that individuals who meet the diagnostic criteria for Serious Mental Illness (SMI), Serious Emotional Disturbance (SED), and other individuals at risk of requiring institutional care shall be granted priority based on medical necessity in terms of access and receipt of services. These services align with the mission and vision of KDADS Behavioral Health Services to ensure all Kansans have access to integrated services for prevention, treatment, and recovery to live safe, healthy, successful, and self-determined lives in the community of their choice.

The PRIORITY of CMHCs shall be rendering medically necessary, person-centered services in alignment with the individual’s person-centered care plan that prevent further escalation of needs/diversion from higher levels of care, treatment to manage behavioral health conditions, and wrap-a-round recovery services enabling individuals to remain in the community of the individual’s choice.

KDADS has identified seven (7) services for which individuals who meet the diagnostic criteria for SMI, SED, or other individuals at risk of requiring institutional must be provided access to. These seven (7) services are not considered all-inclusive, and participating CMHCs must provide any service identified on the individual’s person-centered care plan. The seven (7) services are:

1. Case Management Services (including Intensive Case Management (CPST))
2. Attendant Care
3. Peer Support
4. 24-hour crisis response, (including mobile crisis; crisis triage, stabilization, and treatment services)
5. Psychiatric services
6. Psychosocial Rehabilitation Services
7. PASRR Specialized Services

In support of both prevention and recovery, the CMHC shall facilitate PASRR Specialized Services for any

individual with a Level II determination from the CMHC's county of responsibility including referrals to a Nursing Facility (NF) or Nursing Facility for Mental Health (NFMH). CMHCs without an NFMH in their catchment area (county(ies) of responsibility) are expected to collaborate with the NFMH Liaison of the CMHC who is providing services to individuals from their county of responsibility to track services provided within the facility and local community.

CMHCs without an NFMH in their catchment area are highly encouraged to provide PASRR Specialized services to individuals with a Level II determination placed by the CMHC in NFs within their catchment area. PASRR Specialized services rendered in the NFs are billable by the CMHC when a Licensed Mental Health Professional is inside the facility. The services billable by the LMHP are outlined in the Kansas Medical Assistance Program (KMAP) Mental Health provider manual on the KMAP website.

In addition to the PRIORITY services above, the CMHC shall use funds from this agreement to provide services to individuals in the priority target populations (defined by K.S.A. 39-1602 and stated above community-based behavioral health services); including, but not limited to:

- 24-hour, 7 days a week emergency treatment and first response services;
  - Crisis responsiveness (including mobile crisis response);
    - Screening for admission to a state psychiatric hospital, when applicable and required by K.A.R. 30-61-10; and follow-up with any individual seen for or provided with any emergency service and not detained for inpatient care and treatment, to determine the need for any further services and/or referral to any services;
- Evaluation, assessment, and treatment;
- Basic Outpatient treatment services;
- Basic case management services for adults, basic community-based support services for children, adolescents, and their families, medication management, peer support services, outpatient therapy, etc.;
- Liaison services to state psychiatric hospitals, nursing facilities for mental health (NFMH), psychiatric residential treatment facilities (PRTFs), county jails, and state hospital alternatives for children and adolescents; Liaison services include, but are not limited to: discharge planning beginning the first day of an admission, connecting to community resources, ensuring necessary services are arranged prior to discharge, and providing supports needed for the individual to remain residing safely in the least restrictive environment within the community of the individual's choice.

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

CMHCs shall not deny or limit access to medically necessary community behavioral health services to individuals based solely on the presence of a substance use disorder or the receipt of services for a substance use disorder.

## Child In Need of Care (CINC)

CMHC's shall not deny or limit access to medically necessary community behavioral health services to a Child in Need of Care (CINC) placed in the custody of the Secretary of the Department for Children and Families based solely on the child's placement location. These children shall be able to continue to receive community behavioral health services by the current CMHC even if the child does not reside in that CMHC's catchment area until the current CMHC coordinates the transition of care with a new community behavioral health service provider. A Memorandum of Understanding (MOU) with the Department for Children and Families will outline processes for care coordination of services for CINC youth, processes of information sharing, and shared understanding of responsibilities regarding service access and provision.

When children in the custody of the Secretary of the Department for Children and Families are deemed in need of assessment and presents for services, a risk assessment and triage shall be completed by the CMHC at point of contact. All youth presenting for services shall be considered Urgent and initial evaluation/intake service shall be made available for completion within 1 business day unless completed at point of contact. Services indicated from initial evaluation shall be made available to be rendered within 10 business days of initial evaluation and continued to be made available at a therapeutic timeline as determined by the disposition of the client.

The CMHC shall maintain a designated Child in Need of Care (CINC) phone line and email address solely for the purpose of care coordination and communication. Communication should be responded to within 2 business days. The CMHC shall also maintain a designated contact to assist with information sharing and scheduling children in the custody of the secretary of DCF. Information of the designated staff, email, and phone number shall be reported in the CINC workbook and made available to DCF and their contractors.

The CMHC agrees to provide to the CWCMP the youth's initial evaluation/intake assessment, comprehensive assessment and ongoing screening and assessments which includes services recommended and therapeutic timelines within 10 business days from date of service (POC).

The CMHC agrees to provide to the CWCMP the treatment plan within 75 business days from first service (POC) and updated treatment plans every 6 months for youth's case records.

The above referenced documents will be provided in a secure manner outlined in MOU.

In response to the 2021 Howard v. McIntyre, et al., settlement agreement, the CMHC shall complete the CINC Workbook (as referenced in II. Deliverables and Reporting; 1. Data Reporting Requirements, Subsection J). The data collected in the CINC Workbook is to ensure the continued services, eligibility, supports and compliance with the settlement agreement. CMHC shall be required to provide the listed-out information in the workbook for reference. The CMHC is required to complete the workbook quarterly and send to KDADS through the provided OneDrive link specific to each CMHC.

## B. Outcome Measures

The CMHC is expected to demonstrate its performance based on the outcome measures listed in



Appendix C – Outcome Measures. KDADS shall monitor and provide a report quarterly to each CMHC on each outcome measure. This report shall provide written notification to the CMHC if a measure requires a Continual Quality Improvement (CQI) Plan. KDADS shall identify if an outcome measure requires inclusion on the center's CQI plan based upon a negative trend of three consecutive months specific to the CMHC for each outcome measure. The CMHC shall develop and provide to KDADS in the CMHC's OneDrive folder any requested CQI Plan for approval within thirty (30) calendar days of KDADS informing the CMHC of the need for a CQI plan on a given measure. KDADS shall review each CQI plan for thoroughness and appropriateness in addressing the outcome measure and communicate either approval or request revisions within ten (10) business days of notification of receipt of the plan. Once a CQI plan has been approved, the CMHC shall provide quarterly updates when submitting invoices on the progress made for any CQI plan developed until such a time that the outcome measure indicates a positive trend and/or KDADS acknowledges the completion of the plan.

The CMHC shall use recognized continual quality methods to improve its performance on each identified outcome(s). Each CQI Plan shall utilize S.M.A.R.T. goals (as defined in Appendix B) and be detailed enough that KDADS staff can easily ascertain the specific steps the CMHC intends to implement to improve the outcome measure(s).

If the CMHC believes that improving performance on the outcome(s) is beyond its control, the CMHC may, within fifteen (15) calendar days of receiving written notification of a need to develop a continual quality improvement plan, submit a written request to be exempted from developing and implementing a continual quality improvement plan. The request shall include data and documentation sufficient to substantiate the reason(s) for requesting the exemption. KDADS shall evaluate the request and notify the CMHC in writing within ten (10) business days of receiving the request whether the exemption request shall be granted.

All Outcomes specific to this agreement shall monitor the populations served by each CMHC and outlined above in "Section I. Community Based Behavioral Health Services". The target populations shall be determined by the Medicaid eligibility status in effect at the end of each monthly reporting period.

### *C. Other Requirements*

- A. The CMHC shall participate in mental health disaster planning at both the local and state levels; including, but not limited to, participating in the Kansas Disaster Behavioral Health Plan for All Hazard Events.
- B. The CMHC shall coordinate to increase individuals receiving services access to community-based resources for community supports within the CMHC's catchment area which can include Peer Support, introductions to Consumer Run Organizations (CROs), Breakthrough Clubs, and other recovery support facilities.
- C. CMHCs are required to endorse the Tobacco Cessation Guidelines, if not already on file, and complete the annual Tobacco Cessation Self-Assessment by July 31, 2025, utilizing the link provided here: [Tobacco Cessation Self-Assessment](#)
- D. CMHC Staffing Plan

1. The CMHC shall fill out the CMHC Staffing Plan (Appendix F) which intends to capture any specific position required by this agreement. In the Staffing Plan, the CMHC shall provide the following information for each specific position outlined in this agreement:
  - Name
  - Contact information for the staff member (including phone number and email)
  - Date the individual began operating in the position

If a position is currently not filled, the CMHC shall write vacant in the Staffing Plan, identify the staff who are fulfilling the duties of the position in the interim, and provide a staffing plan to fill that position (including identifying the anticipated hire date).

2. All CMHC liaison staff shall take the KDADS HCBS Institutional Transition Policy training located on KDADS HCBS webpage, listed below, on an annual basis. Staff shall ensure that individuals residing in segregated settings who meet criteria for KDADS Institutional Transition or Money Follows the Person programming are referred to all programs/services needed to reside independently in the community of the individual's choice. Additional information about HCBS Institutional Transition program eligibility can be located at [Institutional Transitions | Department for Aging and Disability Services](#).
3. The CMHC shall notify the CCBHC Program Manager about any changes in the staffing of required positions outlined in this agreement. The CMHC is required to complete the CMHC Staffing Plan by July 31, 2025, and submit the staffing plan to KDADS through the provided OneDrive link specific to each CMHC. The CMHC shall ensure that the staffing plan is updated upon any changes.
4. The following positions are required to be included in the Staffing Plan:
  - Certified SSI/SSDI Outreach, Access, and Recovery (SOAR) Point-of-Contact
  - Transitions Housing Specialist(s)
5. The CMHC shall designate staff to perform liaison functions as defined in K.A.R. 30-61-11 for each of the following entities:
  - a. SMHH/SIAs
  - b. PRTFs
  - c. NFMH
6. Each required staff shall be expected to perform the duties provided in the Glossary (Appendix B) in addition to any functions defined in K.A.R. 30-61-11.

## **II. Deliverables and Reporting**

Reporting workbooks and forms related to the agreement shall be placed in the CMHC's OneDrive folder no later than July 1, 2025. The workbooks and forms are in Excel and shall be expected to be submitted using Excel in addition to .pdf format using authorized signatures for reimbursement.

### **1. *Data Reporting Requirements***

The CMHC shall:

- a. Report 100% complete and accurate demographic and client service encounter data through AIMS for adults and youth with registration values of enrolled target, enrolled non-target, non-enrolled, and pending. AIMS reporting shall be reported as dictated by the June 2005, July 2016 AIMS II Manual, Updated February 2017. A minimum of 95% of the CMHC's individuals receiving services every month must be fully and accurately entered into AIMS. CMHCs are out of compliance with this requirement if they fail to achieve and maintain a 95% or higher complete reporting rate on the AIMS Data Completion Report.

**Numerator:** The CMHC's number of individuals receiving services record files with an initial submission date during the reporting month where 100% of the demographic and service data is complete and accurate.

**Denominator:** Total number of record files for the CMHC for the reporting month.

- b. The CMHC shall provide Client Status Report (CSR) updates for adults and youth as directed by the June 2005, July 2016 AIMS II manual, Updated February 2017. The CMHC shall report monthly client status updates according to the definitions for the populations specified in the AIMS Manual to KDADS or its contractor. The CSR shall include 100% complete and accurate monthly service records for at least 95% of their individuals receiving services every month. The CMHC is out of compliance with this requirement if they fail to achieve and maintain 95% or higher complete reporting rate on the AIMS Targeted Population.

**Numerator:** The CMHC's number of adult and children CSR records with an SPMI/SED chronicity value of 3 or 6 that have 100% of the required CSR fields complete and accurate.

**Denominator:** Total number of adult and children CSR records with an SPMI/SED chronicity value 3 or 6 for the CMHC for that reporting month.

- c. The CMHC shall report all client-level data as specified in the AIMS Manual to KDADS or its contractor by the 15th of the following month.
- d. The CMHC shall provide the individual's Social Security Number (SSN) field via their AIMS transmission file each month. If the SSN is not able to be added to the AIMS transaction, the CMHC shall work with KDADS to supplement a workaround to provide the data in the interim. See AIMS II Manual, Supplement 3.0.
- e. The CMHC shall provide via the AIMS transmission one question around military service. AIMS question will be: "Have you ever served in the U.S. military? Yes or No. See AIMS II Manual, Supplement 3.0
- f. The CMHC shall maintain the supporting documentation to verify their AIMS reporting for at least 5 years for inspection by KDADS or an entity designated by KDADS to determine completeness and accuracy.
- g. The CMHC shall input Payment Source #4 into AIMS for all uninsured clients receiving services provided with funds from this contract.

- h. The CMHC shall submit quarterly service/financial reports in the format designated by KDADS. The template and instructions developed by KDADS for this purpose is titled, "CMHC Quarterly Reporting Workbook" (Appendix D) and is due by the 15th of the month following the end of each State fiscal quarter. Reports shall be submitted to KDADS through the provided OneDrive link specific to each CMHC.
- i. The CMHC shall submit monthly the Mobile Crisis Response (MCR) workbook for all individuals who connect with the CMHC for crisis response services. The MCR workbook shall be supplied in the CMHC's OneDrive as of July 1, 2025.
- j. The CMHC shall submit quarterly the CINC workbook for all CINC youth served by the center. The CINC workbook shall be supplied in the CMHC's OneDrive as of July 1, 2025.
- k. The CMHC shall provide any data requested as part of applicable grants, funding awards, policies, regulations, and guidance. This data shall be submitted at the timeline determined by any applicable federal or state guidelines and within ten (10) business days of KDADS' request, unless an exception request has been sent to and approved by KDADS during that period. Additionally, CMHCs shall cooperate with KDADS in any data-collection activity including implementation of new data warehouses, collection tools, or other processes to provide accurate and timely data. Any funding that should be appropriated to any CMHC for data collection, warehousing, or other purposes as a result of this agreement shall be utilized in a manner to further diversify data requested by KDADS (i.e. Substance Use Disorder, uninsured/underinsured, etc.).

## 2. *Mental Health Block Grant (MHBG)*

- A. Prior to July 15, 2025, the CMHC shall submit a detailed budget plan (Appendix E) for utilization of MHBG funds into the CMHC's OneDrive folder. This budget shall be reviewed and approved by KDADS prior to full execution of the contract. CMHCs are expected to adhere to the approved budget. Any changes to the budget must be proposed to, and approved by, the Mental Health Block Grant manager prior to expenses being incurred by the CMHC. These proposed changes should be submitted using Appendix E along with a narrative justifying the change. Once KDADS has been notified, KDADS shall supply either an approval or request for additional information within ten (10) business days. The CMHC is expected to respond within ten (10) business days to requests for additional information, and any delays or refusals to respond to requests for additional information may result in KDADS denying the budget change.
- B. The CMHC shall report all information as required by SAMSHA for Mental Health Block Grant Treatment Episode Data Set (TEDS) reporting for any MHBG funds utilized by the CMHC. The CMHC shall be held responsible for timely and accurate reporting as required by SAMSHA for services provided within its catchment area. Information shall be provided using KDADS required reporting format titled, "CMHC Quarterly Reporting Workbook" (Appendix D). Reports are due by the 15th of the month following the end of the State fiscal quarter and shall be submitted to KDADS through the provided OneDrive link specific to each CMHC.
- C. Reports shall include the following for the service provided with Mental Health Block Grant

funds from this contract: service code, number of unduplicated individuals served, number of adults served, number of children served, number of units provided, and unit cost of service(s) provided.

- D. A list of individuals utilizing services from MHBG funds including but not limited to; service code, AIMS ID and Admission Date. (KDADS Quarterly Reporting Workbook)
- E. MHBG dollars shall primarily be used for the rendering of peer support (PS) services. CMHC shall only utilize the MHBG funds for services outside the rendering of peer support as approved by KDADS in the CMHC's plan for utilization.

In addition to the general rendering of peer support services, CMHCs shall ensure face-to-face peer contact with any individual discharging from a SMHH or SIA to the CMHC's catchment area within seven (7) calendar days.

### *3. Additional Required Submissions*

#### **A. Community Needs Assessment and Partnership Plan**

In accordance with, and support of, K.S.A. 39-1608, and in accordance with the rules and regulations adopted by the Secretary, each community mental health center funded under this agreement shall meet with community partners to prepare and adopt a comprehensive community needs assessment and partnership plan. The purpose of this community needs assessment and partnership plan is to, at a minimum, develop and foster local and regional partnerships, leverage resources, build service capacity, enhance crisis services, and to create diversionary plans in order to provide community-based services for individuals who are residents of the service delivery area of the community mental health center (CMHC) and maintain individuals in their community to the greatest extent possible. Each CMHC shall submit its community needs assessment and associated partnership plan to KDADS for approval on or before July 31, 2025, using the CMHC's OneDrive folder.

#### **B. Annual Screens for Continued Stay (SCS)**

CMHCs shall complete annual SCS for NF/MH individuals for whom each CMHC referred for treatment. The CMHC shall complete the screen within thirty (30) days of the anniversary of the prior screen, report to KDADS Behavioral Health Services at [KDADS.ContStay@ks.gov](mailto:KDADS.ContStay@ks.gov) the results of these screens, participate in appeal hearing as necessary, and submit any other appropriate data or reports as KDADS may determine necessary to fully explain the CMHC's determination for continued stay or discharge. The CMHC shall arrange for a facilitator to participate in each Screen for Continued Stay. CMHC who do not hold Certification as a CCBHC shall submit claims for payment of the Screens for Continued Stay (SCS) per State policy (KMAP, 8400, Mental Health Services for Nursing Facility for Mental Health Beneficiaries). The CMHC shall identify a liaison who shall stay connected with individuals placed by the CMHC into any NFMH to develop person-centered care plans focused on reintegration in the community of the individual's choice.

#### **C. Non-Medicaid Pre-admission Screens**

The CMHC shall coordinate the non-Medicaid screens, PRTF Assessments, and Medicaid State Hospital or State Institutional Alternative screens (collectively referred to as the "screens")

through a designated KDADS contractor, pursuant to K.S.A. 39-1610, and amendments thereto.

An in-person 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 the 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.). Where an in-person assessment is impracticable due to distance or other resource constraint, a CMHC may utilize tele-video technology for the individual assessment, provided that CMHC shall make every reasonable effort to conduct the individual assessment in-person. Children must be seen face-to-face in order to have a PAR completed.

#### **Inpatient (SMHH/SIA)**

The CMHC shall perform all assessments consistent with the criteria set forth in KSA 59-2953.

#### **PRTF**

The CMHC shall maintain the following access standard for PRTF assessments under this agreement:

Upon request from the individual's MCO, the requested assessments (PAR and/or CBST) shall be provided by the CMHC within seven (7) calendar days to determine if an individual meets medical necessity for admission to a PRTF or authorized community-based services to prevent a serious complication or deterioration in the individual's health.

### **III. Payment Regarding All Funding Sources for Contract Year**

All Invoices for funds described within this agreement shall be submitted utilizing the CMHC Quarterly Reporting Workbook provided to each CMHC within the CMHC's OneDrive folder. Instructions on completion and submission of invoices can be found in Appendix D.

All payments and funds described in this agreement are subject to the CMHC being deemed in full compliance with the agreement. Should the CMHC be found to be out of compliance with any requirements; including, but not limited to, timely submission of reports, data reporting requirements, outcome measures, etc., KDADS shall notify the CMHC that the CMHC is out of compliance via email and official mailed letter. The notification shall state what requirements are out of compliance. The CMHC shall provide acknowledgement of receipt of the notification and, within thirty (30) calendar days, come into compliance with the agreement's requirements. Should the CMHC fail to come into compliance within thirty (30) calendar days, KDADS shall withhold any payments due to the center until the following quarter payment. If compliance is not achieved for the quarters ending September 2025, December 2025, March 2026, or June 2026 by August 15, 2026, any outstanding withheld payments shall not be paid with regard to this contract. Coming into compliance within thirty (30) calendar days with this agreement will result in full payment being made to the center.

Should the center feel KDADS is mistaken regarding its compliance, the center shall notify KDADS within five (5) business days of receipt of the notification of non-compliance and provide evidence in support of

the CMHC's compliance. Should the information provided document compliance with this agreement, no additional steps shall be required of the center, and KDADS shall make full payment to the center as outlined in this agreement.

- A. Total Compensation for Community Based Behavioral Health Services for July 1, 2025, through June 30, 2026, shall not exceed \$8,396,129.00, of which \$661,519.00 is one time only for SFY 2026. Quarterly payments shall be issued in July 2025, October 2025, January 2026 and April 2026.

Prior to the issuance of any payments under this agreement, the agreement must be fully executed, including all deliverables provided to KDADS prior to the start of the contract year (SFY 2026), and the CMHC must be in compliance with all conditions and provisions of the previous (SFY 2025) contract year. Quarterly payments shall be 25% of the award if the CMHC is in compliance with this agreement.

The CMHC shall submit quarterly invoices for payment. The invoices shall be provided using the CMHC Quarterly Reporting workbook provided to each CMHC within that CMHC's OneDrive folder. Reimbursement for services delivered shall occur based on the service's unit cost. The CMHC must fill out the services tab in totality and submit a signed .pdf of the CBBHS invoice tab for reimbursement to occur. All invoices for CBBHS services must be submitted by the 15<sup>th</sup> of the month following the end of each State fiscal quarter.

- B. Total Compensation for Federal Mental Health Block Grant (Grant Number 1B09SM082601-01,CFDA Number 93.958) Services for July 1, 2025, through June 30, 2026, shall not exceed \$301,205.00.

CMHC shall only utilize the MHBG funds for services and populations as approved by KDADS in the CMHC's plan for utilization. CMHC shall be subject to recoupment of funds utilized for services or populations determined to be unallowable.

Once this agreement has been fully executed, and the scope of work (Appendix E) has been approved by the manager of the Mental Health Block Grant, KDADS shall issue a one-time advance payment equivalent to 25% of the total compensation for Mental Health Block Grant services. This payment shall be reconciled to actual services provided upon receipt of the CMHC's first quarter MHBG invoice completed in the CMHC Quarterly Reporting Workbook. The remainder of funds shall be invoiced using the CMHC Quarterly Reporting workbook provided to each CMHC within that CMHC's OneDrive folder. CMHC's are required to continue to submit invoices even after their total MHBG allocation has been expended. Reimbursement for services delivered shall occur based on the service's unit cost. The CMHC must fill out the services tab in totality and submit a signed .pdf of the MHBG invoice tab for reimbursement to occur. All invoices for MHBG services must be submitted by the 15<sup>th</sup> of the month following the end of each State fiscal quarter.

- C. Total Compensation for Screening Services for July 1, 2025, through June 30, 2026, shall not exceed \$507,257.00.

Quarterly payments equivalent to 25% of the awarded compensation for screening services shall

be issued the month after the end of each State fiscal quarter. Prior to the issuance of the first quarterly payment, the agreement must be fully executed and the CMHC must be in compliance with the previous year's (fiscal year 2025) agreement.

#### **IV. CRITERIA FOR SEEKING, ACHIEVING, AND MAINTAINING DEEMED STATUS**

A. "Deemed Status" refers to a CMHC that is currently licensed by KDADS and is also accredited by a KDADS approved accrediting body that receives oversight by both KDADS and the accrediting body. Subject to compliance with Kansas statutes and regulations, once a CMHC achieves deemed status, KDADS shall establish through policy the process for how an accredited CMHC shall undergo inspections, investigation, and surveys.

##### **1. Seeking Accreditation**

- a. A CMHC shall complete a KDADS application form and request review for deemed status. The application shall be processed in accordance with KDADS' policy.
- b. A CMHC may not have any pending corrective action plans while applying to achieve deemed status.
- c. If a CMHC seeks accreditation from another accrediting body (other than TJC or CARF) for the purpose of achieving deemed status, the CMHC must receive written approval from the Commissioner of Behavioral Health Services prior to completion of the accreditation process. If the CMHC completes the accreditation process without receiving written approval from the Commissioner of Behavioral Health Services, that CMHC may not be eligible to receive "deemed status".
  - I. When the CMHC seeks KDADS approval of a different accreditation (other than TJC or CARF) it must provide written notice to the Commissioner requesting review of the accrediting body along with an informational packet of documentation for the Commissioner to review.

A CMHC that achieves deemed status may continue to undergo KDADS initiated surveys for any licensing requirements that are not adequately addressed by the accrediting body's survey. A crosswalk, approved by KDADS, shall determine what, if any, requirements may not be addressed by the accrediting body.

##### **2. Achieving Accreditation**

- a. Behavioral Health Commission
  - i. The Commissioner of Behavioral Health Services shall determine if the CMHC has met the requirements to achieve deemed status.
  - ii. Subject to Kansas statutes and regulations, a CMHC that achieves deemed status shall continue to request an updated license every 2 years and post the updated license within the CMHC.
- b. KDADS-Approved Accrediting Body
  - i. KDADS agrees to approve the Joint Commission (TJC) or the Commission on



Accreditation of Rehabilitation Facilities (CARF) as accrediting bodies.

3. Maintaining Deemed Status
  - a. Once a CMHC achieves deemed status, the CMHC shall notify KDADS of any and all findings or reports issued by the accrediting body that would lead the CMHC to hold any status other than full accreditation. When the CMHC provides notice, it shall provide KDADS with the report/documentation from the accrediting body that precipitated the change in the CMHC's status.
  - b. KDADS may engage in an investigation or inspection upon receipt of the report/documentation.

## V. MISCELLANEOUS

A. Both the CMHC and KDADS further agree that:

1. Compensation: Compensation shall not exceed \$9,204,591.00, which is comprised of the Mental Health Block Grant and other applicable funds.
2. Term of Agreement: The term of this Agreement shall commence on 07/01/2025 and shall end on 06/30/2026, unless earlier terminated pursuant to the provisions herein.
3. 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:
    - Terminate this Agreement; or
    - Delay payment until KDADS verifies Contractor's performance.
  - d. In the event this Agreement is terminated under Section V, sub-section "c" herein, the KDADS shall pay Contractor for services provided through the date of termination.
4. **Suspension or Termination for Lack of Program Funding.** This Agreement may be suspended for any length of time or terminated at any time by either party for failure of the Kansas Legislature or the United States Congress to appropriate funds to finance their respective shares of the State Medical Assistance (Medicaid) Program established by Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.). No party shall be required to use any of its State or Federal funds designated for expenditure in any other State or Federal program, project, or contract to pay for another party's performance of this Agreement after the date on which notice of termination or suspension is given by any party to the others.
5. **Debarment.** As part of the Code of Federal Regulations (45 C.F.R. Part 76), all governmental entities receiving funding from the Federal Government must participate in a government wide

system for non-procurement debarment and suspension. A person or entity that is debarred or suspended shall be excluded from Federal financial and non- financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government wide effect. The Secretary of KDADS is authorized to impose debarment. Before any person or entity enters into an agreement, grant or contract with KDADS, the Excluded Parties Lists shall be researched for potential debarred persons or entities (located at <http://www.sam.gov>).

6. **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.
7. **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.
8. **Confidentiality.** In accordance with U. S. Department of Health & Human Services, Centers for Medicare and Medicaid Services Medicaid regulations, 42 C.F.R. 431.300 et seq., Contractor shall maintain the confidentiality of information about individuals learned in performing the duties required by this Agreement, including the individual's name; address; telephone number; past or present receipt of any state or federal program services; family, social, or economic circumstances; medical data, including diagnoses and past history of disease, impairment, or disability; income and other financial information; State agency evaluation of personal or medical information; program eligibility; or third-party liability for payment for program services to any person or entity. Contractor shall not prepare and publish, or permit the preparation and publication of, any electronic or written report disclosing confidential information about any individual in a manner which permits the identification of that individual. Contractor shall not disclose or permit the disclosure of any confidential information about any individual without the prior informed consent of the individual or of the individual's representative, unless the disclosure is required by court order, to enable the delivery of services for which the individual or the individual's representative has requested or applied, for Medicaid program administration, or by this Agreement. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended. Contractor shall further develop and maintain policies and procedures, which protect the confidentiality of and guard against the unauthorized disclosure of confidential information about individuals obtained through the performance of this Agreement. Contractor's policies and procedures shall be binding on their employees, agents, and independent Contractors and describe the penalties and sanctions imposed for violations of those policies and procedures.
9. **Health Insurance Portability and Accountability Act (HIPAA) - Business Associate Agreement:**

The CMHC shall comply with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 and amendments thereto (HIPAA), together with regulations issued modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" (the "HITECH ACT") and any accompanying and subsequently adopted amendments or regulations including the final rule issued January 25, 2013 (FR Vol. 78, No. 17 (Jan. 25, 2013)). The Parties shall further cooperate in executing a Business Associates' Agreement ("BA Agreement"). The BA Agreement shall be provided by the KDADS and shall be a condition precedent of information sharing and payment under this Agreement.

10. **Non-Discrimination:** Contractor shall not discriminate against any person in violation of any applicable state or federal law.
11. **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.
12. **Glossary:** Attached hereto and incorporated herein as Appendix B is a "Glossary".
13. **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  
COMCARE of Sedgwick County  
271 W. 3<sup>rd</sup> St. N, Suite 600  
Wichita, KS 67202

Sedgwick County Counselor's Office  
Attn: Contract Notification  
100 N. Broadway, Suite 650  
Wichita, KS 67202

If to KDADS:

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

With a copy to:

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

Topeka, Kansas 66603

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

<u>1. Time Period</u>	<u>Report Due Date</u>
SFYQ1	October 15, 2025
SFYQ2	January 15, 2026
SFYQ3	April 15, 2026
SFYQ4	July 15, 2026

2. **Report Format.** All reports required (unless otherwise specified) herein shall be provided to KDADS in electronic format (portable document format). All reports shall be submitted to KDADS through the provided OneDrive link specific to each CMHC. The CCBHC Program Manager and shall be monitoring the CMHC's OneDrive. Such Reports shall itemize Contractor's progress for the reporting period. An additional cumulative report of all data shall be due July 31, 2026.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

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

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

24. **Payments.** In no event shall the CMHC be entitled to payments for costs incurred in excess of the amount set forth in this Agreement without prior written approval of KDADS. Unless modified by written amendment to this Agreement, there shall be no allowance for costs incurred outside this Agreement. Payments shall be issued in the manner prescribed within the contract.

25. **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.

26. **Unearned Funds.** Unless otherwise specified in the Agreement, all unexpended funds paid pursuant to this Agreement identified by the CMHCs independent audit shall be returned to the Kansas Department for Aging and Disability Services within 30 days of the CMHC receiving their independent audit.

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

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

28. **Data.** The CMHC may have access to private or confidential data maintained by KDADS to the extent necessary to carry out its responsibilities under this Agreement. The CMHC shall 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 shall agree to return any or all data furnished by KDADS promptly at the request of KDADS in whatever form it is maintained by the CMHC.

29. **Reviews and Hearings.** KDADS has the discretion to require the CMHC to participate in any review, appeal, fair hearing or litigation involving issues related to this Agreement.
30. **Audit Requirements.** All services that are provided pursuant to the terms of this Contract and in consideration of the funds received, may, at any time, be audited, monitored or evaluated by KDADS. Funds allocated pursuant to this Contract are subject to KDADS Independent audits which shall be carried out in accordance with the KDADS Recipient Monitoring Policy, as amended. The CMHC shall submit an audit completed by an independent public accountant within six months of the completion of the CMHCs fiscal year to KDADS Office of Audits and Consulting Services. CMHC shall submit their audits to the CPA report email box at [KDADS.CPAAUDITS@ks.gov](mailto:KDADS.CPAAUDITS@ks.gov).

If the CMHC receives over \$750,000 or more in a year in Federal awards (total of all applicable federal awards), the CMHC shall have a single or program-specific audit conducted for that year in accordance with the provisions of Uniform Guidance on Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance a.k.a OMB Super Circular).

If the CMHC receives less than \$750,000 in combined Federal awards, the audit may be a limited scope engagement with agreed-upon procedures.

Limited scope engagements with agreed-upon procedures should be conducted in accordance with the provisions of Uniform Guidance on Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance a.k.a OMB Super Circular).

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

These limited scope engagements shall include at a minimum:

- a. A financial audit of the CMHC conducted in accordance with generally accepted auditing standards. It should assess the extent to which the CMHCs financial reports fairly reflect the CMHCs financial condition and include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.
- b. A report on internal controls and a report on compliance to the award terms and conditions.

- c. 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.
- d. Any correspondence (e.g., management letters) from the auditor associated with the audit.
- e. A review of performance measures required within the award.
- f. A detailed schedule of revenues and expenditures must be prepared with some assurance by the auditor that it is an accurate representation of federal and state funds. The independent auditor should include a schedule listing total revenues and total expenditures (state share and federal share) for each award.

The cost for a limited scope engagement may be charged against the State award, provided the recipient does not have a single audit. In all other instances, the costs may be charged against a state only award. The limited scope engagement may be conducted by either an independent auditing firm or by KDADS. The KDADS Audit Unit may conduct an audit of the provider at their discretion.

31. **Timely Billing.** The CMHC must use due diligence in submitting claims for services to third party payers, including Medicaid. Should the CMHC have difficulty in receiving payment from Medicaid or Medicaid contractors, the CMHC shall notify KDADS, the KDHE MCO Liaison, and/or MCO Provider Representative to assist with a resolution. Should KDADS determine the CMHC is not using due diligence in billing third party payers, KDADS shall notify the CMHC of the deficiency. The CMHC must then either:
- 1. Develop and carry out a plan which improves its performance in this area to the satisfaction of KDADS, or
  - 2. Demonstrate to KDADS' satisfaction that the KDADS finding is invalid
32. **Certification Regarding Lobbying:** The undersigned certifies, to the best of his/her knowledge and belief, that:
- 1. No Federally appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the Congress, or an employee of a Member of the Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds, other than Federal appropriated funds, have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the Congress, or an employee of a Member of the Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

**34. Grant Compliance:** Contractor shall comply with all KDADS requests for information for federal grant compliance including but not limited to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the Federal Funding Accountability and Transparency Act (FFATA).

**35. Compliance with Laws and Regulations:** The CMHC agrees that it shall comply with all current federal, state, and local laws and regulations including, but not limited to:

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

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



Agreement.

36. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
37. **Authorities Incorporated by Reference.** The Parties agree that the following authorities shall be incorporated by this reference as if set forth in full herein:
1. Applicable federal or State of Kansas statutes and/or regulations; and,
  2. Applicable KDADS' Policies and Procedures.
38. **Severability.** If any provision of this Contract is determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, then the balance of all other independent terms of this Contract shall not be affected, and each such provision of this Contract may be enforced to the fullest extent permitted by law.

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

KANSAS DEPARTMENT FOR AGING AND  
DISABILITY SERVICES

By: Laura Howard  
Laura Howard, Secretary

COMCARE of Sedgwick County

By: [Signature]  
Ryan Baty, Chairman  
Commissioner, Fourth District

Date: 7/17/2025

Date: 6-4-25

Approved As To Form

[Signature]

ATTEST:

[Signature]  
Kelly B. Arnold, County Clerk



State of Kansas

Department of Administration DA-146a

State of Kansas  
Department of Administration DA-146a  
(Rev. 07-19)

**APPENDIX A**  
**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. 07-19), 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, 2025.

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 thirty (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 ninety (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 shall 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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 hold title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## **APPENDIX B**

### **GLOSSARY**

**AIMS Manual:** The designated reference document of the Automated Information Management System (AIMS), providing the identification and definition of values to be collected for 85 distinct data fields that reflect demographic, client status, and encounter data for the individuals 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.

**C.B.S.T. or CBST:** Community Based Services Team

**Certified Community Behavioral Health Clinic (CCBHC):** An entity that has been reviewed against SAMHSA's 2023 CCBHC Criteria, found to be in compliance with a minimum of 70% of the criteria, and has been awarded certification by KDADS

**Certified SOAR Point-of-Contact:** The CMHC shall make available at minimum one individual (either a staff member or designee) to serve as the Certified SOAR point of contact for the CMHC for all individuals requesting services. This individual must have been trained and certified as a SOAR Benefits Specialist. This individual shall work in collaboration with the KDADS designated SOAR State Leads for Community and Institutional Discharge Planning Efforts. The Certified SOAR Benefit Specialists shall assist clients with applying for Social Security, Medicaid Benefits, and other mainstream benefits following the SOAR model. The SOAR specialist shall assist individuals in the completion and submission of Federal Entitlement reviews from Social Security Administration (SSA) and the KDHE's KanCare Title 19 Disabled Medicaid program. Certified SOAR staff shall also assist the individual in informing SSA and KDHE on physical address changes, current phone numbers, emergency contact, etc., to avoid disconnection of federal benefits.

The SOAR Benefits Specialists shall enter data into the SOAR TA Center Online Application Tracking database (SOAR OAT). The SOAR Benefits Specialists shall participate in training activities through the SOAR Base Camp site. KDADS offers technical assistance and training for SOAR staff, for additional state training or questions please contact the current KDADS designated SOAR State Local Leads.

**\*\*NOTE\*\*** KDADS requires that additional CMHC staff also be informed on SOAR and the State of Kansas SOAR Medicaid process. The SOAR Benefits Specialist is not a substitute for this training of additional staff.

**Child In Need of Care (CINC):** Generally, a child in need of care is an individual less than 18 years of age who is alleged or adjudicated to be in need of care. See K.S.A. 38-2202 for full definition. For purposes of this contract a CINC is also considered a client.

**CMHC Transitions Housing Specialist(s):** The CMHC shall designate staff to be the CMHC Transitions Housing Specialist(s). The transitions housing specialist shall take steps to increase the array of affordable housing options available to individuals receiving behavioral health services. The CMHC Transitions Housing Specialist(s) shall work directly with recovery support services such as: SOAR specialist/case management teams, the institutional liaisons, and the designated HUD continuum of care

regional leads. The CMHC Transition Housing Specialist(s) shall assist any individual with behavioral health issues, including co-occurring mental health and substance use disorders. The CMHC Transitions Housing Specialist(s) shall work in partnership with Nursing Facilities, Nursing Facilities for Mental Health, PRTFs, State Hospitals, Jails/Prisons, and any other institution in which individuals reside outside of the community of the individual's choice to assist individuals transitioning back into the community with access to state and federally funded housing services and programming efforts.

The CMHC Transitions Housing Specialist(s) shall actively participate in, and assist with, local, regional, and/or statewide efforts to decrease the number of unhoused individuals with a behavioral health diagnosis, using the evidenced based model of Housing First. The CMHC Transitions Housing Specialist(s) shall participate in the quarterly statewide Housing First Transition Specialist meetings/trainings facilitated by the Housing and Homelessness Sub-Committee.

The CMHC Transition Housing Specialist(s) shall provide Coordinated Entry System (CES) assessment for individuals who are identified as 'unhoused' using the HUD definition or refer to the Continuum of Care (COC) of their region for a CES assessment. The Transitions Housing Specialist(s) shall attend the CMHC's regional, regularly scheduled CES Case Conferencing meeting to advocate and collaborate on the individual's behalf to ensure the individual is connected to HUD programming that he/she is federally entitled. CMHC Transition Housing Specialist(s) shall track data of individuals who are block grant eligible who are admitted to supported housing on a yearly basis and ensure that individuals residing in housing programming in the community are being referred the necessary services and supports needed to remain residing safely in the community of the individual's choice.

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

**Community Support Services (CSS) Program Manager:** The CMHC shall designate a staff member to be administratively responsible for target populations for adults.

**Child Welfare Case Management Provider (CWCMP):** CWCMPs are private organizations that contract with DCF to provide adoption, foster care, and reintegration services etc.

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

**Hospital Liaison:** Designated representative from the individual's home community who meets regularly with the individual receiving services, family and/or guardians of the individual receiving services, 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 individual's choice.

**Independent Living:** Individuals enrolled in CMHC Community Support Services (CSS) that live in a private residence. This includes individuals living with a spouse, friends, or family and who are capable of self-care. This category includes individuals living independently with CSS support or CMHC financial support. An individual 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.

**Individual:** Refers to any consumer (as defined by K.A.R 30-60-2) who is in need of, is currently receiving, or has recently received any services from any behavioral health services provider.

**Jail Liaison:** The Jail liaison shall be expected to perform the same duties listed under the NFMH liaison for the liaison's designed institution in addition to any functions defined in K.A.R. 30-61-11

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

- **Authority**  
The mental health intervention is recommended by the treating clinician and is determined to be necessary by the KDADS or the KDADS' designee.
- **Purpose**  
The clinical intervention has the purpose of treating mental illness.
- **Scope**  
The mental health intervention provides the most appropriate level of service, considering potential benefits and harms to the client.
- **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.
- **Value**  
The mental health intervention is cost-effective for mental illness compared to alternative interventions, including no intervention. The term "Cost-effective" shall not necessarily be construed to mean lowest price. An intervention may be clinically indicated and yet not be a covered benefit or meet the definition of medical necessity. Interventions that do not meet the definition of medical necessity may be covered at the choice of the KDADS or the KDADS' designee. An intervention shall be considered cost-effective if the benefits and harms relative to costs represent an economically efficient use of resources for members with this condition. In the application of this criterion to an individual case, the characteristics of the individual member shall be determinative.

**NFMH Liaison:** KDADS and the CMHC shall review services provided to the CMHC's individuals residing nursing facilities mental health (NFMH). The CMHC shall identify a NFMH liaison who shall collaborate with other NFMH liaisons for the benefit of the CMHC's individual receiving services at an NFMH. This collaboration shall include: service coordination PASRR Specialized Services, identification of and referral to additional services needed to stabilize the individual, and discharge planning for the CMHC's individual receiving services based on county of responsibility in the NFMH regardless of the individual's desired discharge location. The NFMH liaison shall take the necessary steps to ensure any benefits the CMHC's individual receiving services in the NFMH is eligible for are applied for and arranged prior to the

individual discharging into the community of the individual's choice.

In the event the individual desires to discharge to a location served by another CMHC in Kansas, the NFMH liaison shall ensure all needed releases of information have been completed that are necessary to transfer the care of the individual to the other CMHC. In the event that the individual desires to discharge to another state, the NFMH liaison shall make every reasonable effort to connect that individual to a community-based behavioral health service provider in the individual's desired discharge community. This includes ensuring all needed releases of information have been completed that are necessary to transfer the care of the individual to the other provider.

The NFMH Liaison shall collaborate with the KDADS Case Manager contractor, known as the Olmstead Navigators, to coordinate mental health services for the CMHC's individual receiving services at a NFMH. Individuals with behavioral health disabilities in placed in NFMHs shall be provided sufficient information, opportunities, supports, and accommodations needed to make an informed decision whether to remain in a segregated institution or to transition back to the community of the individual's choice.

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

**P.A.R. or PAR:** Prior Authorization Request which is requested by MCOs for placement of a youth into a PRTF.

**Peer Support Workers:** The CMHC shall provide peer support utilizing Kansas Certified Peers. Individuals may become Kansas Certified Peers through training which must include at least one the following: Kansas Certified Peer Specialist (KCPS), Kansas Certified Peer Specialist In Training (KCPST), Kansas Certified Peer Mentors (KCPM), Kansas Certified Peer Mentors In Training (KCPMT), Kansas Certified Parent Peer Specialist (KCPPS), or Kansas Certified Parent Peer Specialist In Training (KCPPST).

**Placement Provider:** a foster home, licensed or unlicensed relative provider, licensed or unlicensed nonrelated kin provider, congregate care or another provider who is providing care to the youth

**Point of Contact (POC):** the first contact with a CMHC where the acuity of needs can be determined. Contact may be in person, face to face virtually, or telephonically. A referral is not considered point of contact. Receipt of intake forms or other information is not a point of contact for purposes of calculating timelines. The individual seeking services or their family or guardian must be available at POC. For youth in the care of the Secretary of DCF this means a youth CMP or placement provider must make contact in person, telephonically or virtually for acuity of needs to be determined.

**Priority Populations:** Individuals in the priority target population and include:

- Youth who meet the diagnostic criteria for serious emotional disturbance (SED) as defined in the

glossary;

- Adults who meet the diagnostic criteria for serious mental illness (SMI) as defined in the glossary;
- Other individuals who are determined by the CMHC's established clinical criteria and procedures to be at high risk of the following due to their mental illness:
  - Adults or youth requiring inpatient or residential mental health care and treatment;
  - Causing or at serious risk of causing serious harm to themselves or others;
  - Experiencing serious deterioration in their mental health;
  - Being or becoming unhoused;
  - Being incarcerated or having frequent contact with law enforcement and the judicial system;
  - Being placed in the custody of the Department for Children and Families or the Juvenile Justice Authority;
  - Uninsured/Underinsured individuals being discharged from state mental health hospitals, psychiatric residential treatment facilities (PRTFs), or nursing facilities for mental health (NFs/MH);
  - Youth considered to be a Child In Need of Care as defined in the glossary

**PRTF Liaison:** The PRTF liaison shall be expected to perform the same duties listed under the NFMH liaison for the liaison's designed institution in addition to any functions defined in K.A.R. 30-61-11

**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. See the Kansas Criteria for Serious Emotional Disturbance that is placed in the CMHC's OneDrive folder to determine if the child meets SED criteria.

**Serious 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 based on the DSM V 2013. In the event of a change to the definition, CMHC shall follow KDADS' policy guidance as mutually agreed upon. See the Method to Determine SPMI that is placed in the CMHC's OneDrive folder to determine if the individual meets SPMI criteria.

**Serious Mental Illness (SMI):** defined as a designation for adults with any mental, behavior, or emotional disorder that substantially interfered with or limited one or more major life activities

**SMART Goals – SMART** goals refers to the outline for goal setting such that the goals are Specific, Measurable, Attainable, Realistic, and Timely. All 5 components must be present for the goal to be considered a "SMART" goal

**SMHH/SIA Liaison:** THE SMHH/SIA liaison shall be expected to perform the same duties listed under the NFMH liaison for the liaison's designed institution in addition to any functions defined in K.A.R. 30-61-11

**Unit of Cost:** Unit cost is defined as the established Medicaid Fee for Service rate for the particular service rendered or the unadjusted customary fee charged by each provider detailed so that KDADS can understand what services were provided to the consumer.

**Youth:** means an individual younger than 18 years of age.



**APPENDIX C**  
**Outcome Measures**

Measure Name	Measure Description	Data Sources	Reported
<b>Adult Inpatient Admission Rate</b>	<p>The rate per 10,000 of adults residing within the CMHC catchment area who have been admitted to a State Mental Health Hospital (SMHH) or State Institutional Alternative as utilized by the Osawatomie State Hospital Temporary Census Diversion Funds (OTCDF).</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> The number of adult admissions to a SMHH or SIA within reporting period.</li> <li>• <b>Denominator:</b> The number of all adults (age 18 and over) within the CMHC catchment area based on the most recent US Census County estimates available at the start of the contract period.</li> </ul>	<ul style="list-style-type: none"> <li>• SMHH data</li> <li>• US Census County estimates</li> <li>• Contractor of the OTCDF</li> </ul>	Quarterly
<b>Adult Inpatient 30-Day Readmission Rate</b>	<p>Percentage of adults, age 18 and over, admitted to any SMHH or State Institutional Alternative as utilized by the OTCDF, within thirty (30) calendar days of previous discharge.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of adults discharged from SMHH or SIA, with a subsequent readmission occurring within 30 calendar days within reporting period.</li> <li>• <b>Denominator:</b> Number of adults discharged from SMHH or SIA, within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• SMHH data</li> <li>• Contractor of the OTCDF</li> </ul>	Quarterly
<b>Children &amp; Adolescents Crisis Intervention Rate</b>	<p>Percentage of children/adolescents, age 17 or younger, that received crisis intervention services (30) calendar days prior to a screen resulting in an acute inpatient psychiatric admission, excluding PRTF admissions.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of children/adolescents that received crisis services (30) calendar days prior to crisis screen resulting in an acute inpatient psychiatric admission, excluding PRTF admissions, within reporting period.</li> <li>• <b>Denominator:</b> Number children/adolescents with a screen resulting in acute inpatient psychiatric admission, excluding PRTF admissions, within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor of the Crisis Triage &amp; Screening (CTS)</li> <li>• AIMS</li> </ul>	Quarterly

<b>Adult Crisis Intervention Rate</b>	<p>Percentage of adults, age 18 and older, that received crisis intervention services (30) calendar days prior to a screen resulting in admission to a SMHH or SIA as utilized by the OTCDF.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of adults that received crisis services within (30) calendar days of a crisis screen resulting in admission within reporting period.</li> <li>• <b>Denominator:</b> Screens resulting in admission to inpatient within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor of the Crisis Triage &amp; Screening (CTS)</li> <li>• AIMS</li> </ul>	Quarterly
<b>Adult Penetration Rate</b>	<p>The per capita number of adults served meeting SMI criteria that the CMHC serves.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of unduplicated adults meeting SMI criteria that have received Community Support Services (CSS) within reporting period.</li> <li>• <b>Denominator:</b> Number of individuals living in the CMHC catchment area in the, 18 years of age or older, age range based on the most recent US Census County estimates available at the start of the contract period.</li> </ul>	<ul style="list-style-type: none"> <li>• AIMS</li> <li>• US Census County estimates</li> </ul>	Quarterly
<b>Children &amp; Adolescent Penetration Rate</b>	<p>The per capita number of children/adolescents meeting SED criteria that the CMHC serves.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of unduplicated children/adolescents meeting SED criteria that have received Community Based Service (CBS) services within the reporting period.</li> <li>• <b>Denominator:</b> Number of individuals, 17 years of age or younger living in the CMHC catchment area in the youth age range based on the most recent US Census County estimates available at the start of the contract period.</li> </ul>	<ul style="list-style-type: none"> <li>• AIMS system</li> <li>• US Census County estimates</li> </ul>	Quarterly
<b>Adult Therapeutic Intervention Rate</b>	<p>The percentage of adults that received therapeutic intervention services (includes more than initial assessment and diagnosis such as Peer Support, Psychosocial individual/group, Community Psychiatric Support and Treatment, Therapy, and/or Intake) within seven calendar days of discharge from a SMHH or SIA as utilized by the OTCDF.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of adults receiving CSS services who had a therapeutic intervention within seven business days of discharge from a SMHH or SIA within reporting period.</li> <li>• <b>Denominator:</b> Total number of adult discharges</li> </ul>	<ul style="list-style-type: none"> <li>• SMHH data</li> <li>• AIMS</li> <li>• Contractor of the OTCDF</li> </ul>	Quarterly

	from SMHH or SIA within the reporting period.		
<b>Children &amp; Adolescent Therapeutic Intervention Rate</b>	<p>The percentage of children/adolescents that received therapeutic intervention services (includes more than initial assessment and diagnosis such as Peer Support, Psychosocial individual/group, Family Therapy, Community Psychiatric Support and Treatment, Therapy and/or Intake) within thirty (30) calendar days prior to a screen resulting in an acute inpatient psychiatric admission, excluding PRTF admissions.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of children/adolescents receiving a therapeutic intervention within 30 calendar days prior to a screen resulting in an acute inpatient psychiatric admission within reporting period.</li> <li>• <b>Denominator:</b> Total number of children/adolescents with a screen resulting in acute inpatient psychiatric admission, excluding PRTF admissions, within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor of the Crisis Triage &amp; Screening (CTS)</li> <li>• AIMS</li> </ul>	Quarterly
<b>Adult Medication Appointment Rate</b>	<p>The percentage of adults that had a face-to-face or tele-video appointment to review medication(s) within thirty (30) calendar days of discharge from a SMHH or SIA as utilized by the OTCDF.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of adults receiving CSS who had a medication appointment to review medication(s) within 30 calendar days of discharge from a SMHH or SIA within reporting period.</li> <li>• <b>Denominator:</b> All SMHH or SIA discharges that occurred within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• AIMS</li> <li>• SMHH data</li> <li>• Contractor of the OTCDF</li> </ul>	Quarterly
<b>Child in Need of Care (CINC) Crisis Intervention Rate</b>	<p>Percentage of CINC children/adolescents, age 17 or younger, that received crisis intervention services 30 calendar days prior to a screen resulting in acute inpatient psychiatric admission, excluding PRTF admissions.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of CINC children/adolescents that received crisis services 30 calendar days prior to crisis screen resulting in admission within reporting period.</li> <li>• <b>Denominator:</b> Number CINC children/adolescents</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor of the Crisis Triage &amp; Screening (CTS)</li> <li>• AIMS</li> </ul>	Quarterly

	with a screen resulting in acute inpatient psychiatric admission, excluding PRTF admissions, within reporting period.		
<b>CINC Penetration Rate</b>	<p>The per capita number of CINC children/adolescents meeting the diagnostic criteria for SED that the CMHC serves.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of unduplicated CINC children/adolescents meeting the diagnostic criteria for SED that have received Community Based Service (CBS) services within the reporting period.</li> <li>• <b>Denominator:</b> Number of CINC children/adolescents, 17 years of age or younger living in the CMHC catchment area in the youth age range.</li> </ul>	<ul style="list-style-type: none"> <li>• AIMS system</li> <li>• US Census County estimates</li> </ul>	Quarterly
<b>CINC Therapeutic Intervention Rate</b>	<p>The percentage of CINC children/adolescents that received therapeutic intervention services (includes more than initial assessment and diagnosis such as Peer Support, Psychosocial individual/group, Family Therapy, Community Psychiatric Support and Treatment, Therapy and/or Intake) within 30 calendar days prior to a screen resulting in an acute inpatient psychiatric admission, excluding PRTF admissions.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of CINC children/adolescents receiving a therapeutic intervention within 30 calendar days prior to a screen resulting in admission within reporting period.</li> <li>• <b>Denominator:</b> Total number of CINC children/adolescents with a screen resulting in acute inpatient psychiatric admission, excluding PRTF admissions, within reporting period.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor of the Crisis Triage &amp; Screening (CTS)</li> <li>• AIMS</li> </ul>	Quarterly
<b>Peer to Peer Support</b>	<p>Peer Support shall be a face to face contact with client after discharge from a SMHH or SIA.</p> <ul style="list-style-type: none"> <li>• <b>Numerator:</b> Number of clients who had a face to face contact after discharge from a SMHH or SIA.</li> <li>• <b>Denominator:</b> All SMHH or SIA discharges that occurred during the previous quarter</li> </ul>	<ul style="list-style-type: none"> <li>• CMHC Chart Review</li> <li>• SMHH</li> <li>• AIMS</li> </ul>	Quarterly by established catchment areas

## **APPENDIX D**

### **Instructions on Completing CMHC Quarterly Reporting Workbook**

The CMHC Quarterly Reporting Workbook shall be placed in each CMHC's OneDrive Folder.

This workbook is created to automatically create invoices based on inputs into the "Services" tab.

Centers must complete the following steps for the workbook to accurately reflect the services provided (and therefore the reimbursement amount for the center).

Any issues with the workbook should be brought to the attention of the CCBHC Program Manager at [kdads.ccbhc@ks.gov](mailto:kdads.ccbhc@ks.gov).

#### **Steps for Completion**

1. Select the "Services" tab at the bottom of the workbook
2. Select the center using the drop-down menu in the cell to the right of "CMHC:" (cell B1)
3. Enter the date of the quarter ending in the cell to the right of "Quarter Ending:" (cell G1)
4. Enter the services provided using the drop-down menu for service code located in Column A
5. Enter the date of the service for each service provided in Column B
6. Enter the date the individual began services in Column C
7. Enter the AIMS ID for the individual for each service provided in Column D
8. Enter the age (in years) of the individual in Column E
9. Column F will auto-populate based on Column A
10. Designate the individual's insurance status from the drop-down menu in Column G
11. Enter the number of units provided for each service rendered in Column H
12. Designate the pool of funds being utilized in Column I
  - NOTE: MHBG funds can only be used for the uninsured – underinsured *must* be attributed to CBST

Upon completion of the services tab for each quarter, each CMHC shall:

1. Print the MHBG Invoice and CBST Invoice or save the invoices as a .pdf file
2. Sign and date each invoice either electronically or provide a wet signature
  - a. If wet signature, the document must be scanned as a .pdf
3. Submit the excel form into the CMHC's OneDrive folder
4. Submit the .pdf invoices into the CMHC's OneDrive folder
5. Email [kdads.ccbhc@ks.gov](mailto:kdads.ccbhc@ks.gov) informing the CCBHC Program Manager that invoices have been uploaded for approval

Should KDADS determine that an invoice contains errors that need fixed, KDADS shall notify the CMHC within five (5) business days of the errors and request via email that the CMHC correct the errors. The CMHC shall have five (5) business days to correct the form. Any delay beyond five (5) business days may impact the timeliness of reimbursement for services.

## **APPENDIX E**

### **Mental Health Block Grant Plan**

In compliance with the SFY25 Participating CMHC Contract Section II. 1. a. the following is COMCARE of Sedgwick County's plan for utilization of allocated Mental Health Block Grant funds. Submit to: CMHC OneDrive folder by July 15, 2024

<b>Priority Services</b>	<b>Estimated units provided in SFY2026</b>	<b>Estimated number of unduplicated uninsured individuals served</b>	<b>Anticipated Total</b>
Peer Support Services			
Case Management Services			
Attendant Care			
24-hour Crisis Response			
Psychiatric Services			
Psychosocial Rehabilitation			
PASRR Specialized Services - NF			
PASRR Specialized Services – NF/MH			
<b>Total</b>			

## **APPENDIX F**

## Mental Health Block Grant Staffing Plan

In compliance with the FY25 participating CMHC Contract Section V, Subsection D. the following is Center Name plan for the specific positions outlined in the CMHC agreement.

For each position, the CMHC shall submit documentation sufficient to verify each individual has received any/all position required trainings.

Name – The name of the individual acting in this role (if one individual manages multiple roles, the level of effort shall be included for each position.

Contact Information – The work email and phone number for the staff member listed.

Start Date – the date the individual began dedicating time to the specific position.

\*\* For any position not currently filled, the CMHC shall provide a staffing plan that addresses the anticipated date the position shall be filled.

Position Title	Name	Contact Information	Start Date
Certified SOAR Benefits Specialist			
CMHC Transitions Housing Specialist			
NFMH liaison			
SMHH/SIA Liaison			
PRTF Liaison			
Jail liaison			
Peer Support Manager			