

# PROFESSIONAL SERVICES CONTRACT

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This Contract ("this Contract"), entered into by and between Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and COMMUNITY MENTAL HEALTH CENTER, INC. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## 1. Duties of Contractor.

The Contractor shall provide a Continuum of Care, including treatment and other services, to its eligible population. A detailed list of duties is set forth in **Exhibit 1, 2, 3, 4, and 6** attached hereto and incorporated herein.

### 1.5 Definitions.

When used in this Contract, the following terms have the following meanings:

- A. "Continuum of Care" has the meaning set forth in IC 12-7-2-40.6, to wit: "a range of services, the provision of which is assured by a community mental health center."
- B. "DARMHA" means the Data Assessment Registry Mental Health and Addiction system, maintained by the State.
- C. "DARMHA Manual" means the current state fiscal year's *Required Data from DMHA Contracted Providers Manual*, which is located at [dmha.fssa.in.gov/DARMHA/mainDocuments.aspx](http://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx), and all updates made to the Manual during the term of this Contract.
- D. "Individual" means a person who is applying for or is receiving mental health and/or addiction services, and includes a "consumer" as defined in 440 IAC 4.1-1-1 and 440 IAC 9-1-5, or a "patient" referred to in IC 12-7-2-40.6 and IC 12-21-2-8.
- E. A "critical incident" that must be reported for purposes of this contract is:
  - a. Any consumer death,
  - b. Events defined for Residential Living Facilities in 440-IAC 7.5-2.4,
  - c. Consumer outpatient serious bodily injury, suicide attempt, or suicide,
  - d. Medication errors related to a consumer receiving BPHC or AMHH services,
  - e. Any death of a staff member or visitor occurring on the property of the Contractor, its subcontractor(s), or in any residential setting or community based program operated or administered by the Contractor or its subcontractor(s),
  - f. Serious bodily injury of a consumer, staff member, or visitor occurring on the property of the Contractor, its subcontractor(s), or in any residential setting or community based program operated or administered by the Contractor or its subcontractor(s),

Other consumer or staff concerns occurring on the property of the Contractor, its subcontractor(s), or in the community. Examples of which may include major consumer and/or employee incidents, public health concerns, breach of confidentiality, events causing site closures or relocation of consumers, or other high profile community events.

## **2. Consideration.**

The Contractor will be paid at the rates described on **Exhibit 1 and 5**, which is attached hereto and incorporated herein, for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$2,173,917.00**.

## **3. Term.**

This Contract shall be effective for a period of one (1) year. It shall commence on **July 1, 2019** and shall remain in effect through **June 30, 2020**.

## **4. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

## **5. Assignment; Successors.**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

## **6. Assignment of Antitrust Claims.**

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

## **7. Audits.**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the DMHA in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor may rely on an extension of time only if the DMHA agrees in writing. Contractor agrees to provide the Indiana State Board of Accounts and the DMHA an original of all financial and compliance audits.

## 8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

## 9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## 10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by

IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
  - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

## **11. Condition of Payment.**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

## **12. Confidentiality, Security and Privacy of Personal Information.**

- A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
  - 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;

- 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
  - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
  - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Contractor is deemed a Business Associate to the State, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract.
- E. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:
- 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law. Contractor understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
  - 2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. Upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of PHI or PII that the Contractor receives, maintains, or transmits on behalf of the State:
    - a) Administrative safeguards under 45 CFR 164.308;
    - b) Physical safeguards under 45 CFR 164.310;
    - c) Technical safeguards under 45 CFR 164.312; and
    - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
  - 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.
- F. Improper Disclosure, Security Incident, and Breach Notification.
- 1) Contractor understands that it is subject to the HIPAA Breach Rule.
  - 2) For the purposes of this Contract, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
  - 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping:
    - a) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
    - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or,

by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Contractor will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.

- c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
  - d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
  - e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
  - f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
    - (i) Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
    - (ii) Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
    - (iii) Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
    - (iv) Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
    - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy & Security Office.
  - g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- G. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, or transmit State PHI/PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.

- H. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Contractor has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- I. Access to Records. Contractor shall make available to HHS and/or the State, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- J. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing.
- K. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section 12.
- L. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- M. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Contractor will report any unauthorized disclosures of such information in compliance with Section 12.F.
- N. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State. The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. The Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.
- O. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a

claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

- P. Contractor shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this contract. Contractor is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

### **13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.



B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

#### **15. Default by State.**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

#### **16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described

in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

#### **17. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

#### **18. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not

required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

#### **19. Employment Option.**

Deleted.

#### **20. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **21. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **22. Governing Law.**

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

#### **23. HIPAA Compliance.**

This information has been incorporated into Clause 12.

#### **24. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.**

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.**

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**27. Information and Technology Enterprise Architecture Requirements**

Deleted.

**28. Insurance.**

1. A. The Contractor and their subcontractors ( if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
  1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$5,000,000 for bodily injury and property damage. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
  2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
  1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
  2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

### **29. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are none

### **30. Licensing Standards.**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

### **31. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

### **32. Minority and Women's Business Enterprises Compliance.**

Consistent with IC 4-13-16.5-1[version b] (d)(2), the Contractor has not submitted a subcontractor participation plan to the State. The Contractor will make a good faith effort to utilize certified minority or women businesses as subcontractors, and shall notify the Department of

Administration's Minority and Women Business Enterprise Division of any such use. In such event, the Contractor agrees to comply with the provisions of 25 IAC 5.

**33. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Kevin Moore, Director  
Division of Mental Health and Addiction  
402 West Washington Street, W-353  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Tom Talbot  
Community Mental Health Center, Inc.  
285 Bielby Rd  
Lawrenceburg, IN 47025

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, and (2) attachments prepared by the State. All attachments and all documents referred to in this paragraph, are hereby incorporated fully by reference. Any changes in all such applicable laws, rules, and policies shall be automatically incorporated by reference as soon as they become effective. The following documents are specifically incorporated by reference:

- a) All documents submitted by the Contractor in connection with its Certification.

- b) The Special Conditions set forth on **Exhibits 1, 2, 3, 4 and 6.**
- c) Performance Targets Document – The DMHA will provide this document, and any updates during the state fiscal year, directly to the Contractor, via email.
- d) Performance Measure Definitions Manual:  
(dmha.fssa.in.gov/DARMHA/mainDocuments.aspx)
- e) Required Data from Contracted Providers Manual  
(dmha.fssa.in.gov/DARMHA/mainDocuments.aspx)

### **36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

### **37. Payments.**

A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, the direct deposit shall be made by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. Claims shall be submitted for reimbursement in accordance with payment specifications defined in this Contract utilizing the State-generated FSSA Contract Claim Reimbursement Form. Costs are incurred on the date goods, services, and/or deliverables are satisfactorily provided in full and/or **after** a reimbursable expense has been paid. Reimbursement shall be based on actual goods, services and/or deliverables provided and/or actual reimbursable expenses previously paid. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which goods, services or deliverables were provided and/or expenses were paid. The State has the discretion, and reserves the right, to **not pay** any claims submitted later than sixty (60) calendar days after service period or date of termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied.

C. At the time that the final claim is submitted, all reconciliation issues must be resolved including the return of any incorrectly reimbursed monies or credits received for expenses previously reimbursed. Incorrectly reimbursed funds or credits received for expenses reimbursed will be returned immediately upon discovery as a direct payment, not credit, to the “State of Indiana.” Each return of funds will be accompanied with a completed FSSA Contract Claim Reimbursement Form identifying specific Components to be credited (negative) and each associated month reported on the original reimbursement request. Payments and FSSA Contract Claim Reimbursement Forms will be submitted to FSSA Administrative Services using the address provided on the reimbursement form.

D. Claims must be submitted with accompanying supportive documentation, as designated by the State. Incomplete claims submitted or claims submitted without supportive documentation will be returned to the Contractor and/or Grantee and not processed for payment. Failure to successfully perform or execute the policies and/or provisions made in this contract may result in the denial and/or partial payment of claims submitted for reimbursement.

E. All payment obligations are subject to the encumbrance of funding.

**38. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.**

The Contractor shall submit written progress reports to the State upon request. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.**

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**42. Severability.**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**43. Substantial Performance.**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.



#### **45. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

#### **46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

#### **47. Travel**

Deleted.

#### **48. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all

damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

#### **49. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### **50. Prohibition of Needle Exchange Programs**

The Contractor shall not expend any Block Grant Monies received hereunder to conduct a needle exchange program for addicted persons. Should the Surgeon General of the United States determine that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS specific to 42 U.S.C. § 300x-31(a)(1)F), this prohibition may be eliminated.

#### **51. Compliance with Charitable Choice Requirements**

The Contractor shall comply with 42 CFR §54 regarding charitable choice regulations applicable to 42 U.S.C. § 300x-65, 42 CF Part 54 [§54.8(b) and §54.8(c)(4)] and 68 FR 56430-56449.

#### **52. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

**Clause 1. Duties of Contractor. 1.5 Added.**

**Clause 5. Assignment; Successors. Modified.**

**Clause 7. Audits. Modified.**

**Clause 12. Confidentiality, Security and Privacy of Personal Information. Modified.**

**Clause 19. Employment Option. Deleted.**

**Clause 23. HIPAA Compliance. Modified.**

**Clause 27. Information Technology Enterprise Architecture Requirements. Deleted.**

**Clause 28. Insurance. Modified.**

**Clause 32. Minority and Women's Business Enterprises Compliance. Modified.**

**Clause 35. Order of Precedence; Incorporation by Reference. Modified.**

**Clause 37. Payments. Modified.**

**Clause 39. Progress Reports. Modified.**

**Clause 47. Travel. Deleted.**

**Clause 50. Prohibition of Needle Exchange Programs. Added.**

**Clause 51. Compliance with Charitable Choice Requirements. Added.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

COMMUNITY MENTAL HEALTH CENTER,  
INC.

Indiana Family and Social Services  
Administration, Division of Mental Health  
and Addiction

By: Tom Talbot

By:

Title: CEO

Title:

Date: 1/21/19

Date:

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

**EXHIBIT 1  
GENERAL REQUIREMENTS AND SCOPE**

**1. Duties and Responsibilities.**

This Contractor, certified by the State as a Community Mental Health Center Provider in conformance with 440 IAC 4.1, *et seq.*, meets the standards and is capable of providing the Continuum of Care required by IC 12-7-2-40.6 for behavioral health services and is responsible for the following:

- A. Service to Eligible Populations. The Contractor shall provide a Continuum of Care to its eligible population. The populations to be served by the Contractor are defined in **Exhibits 2, 3, and 4**. Also included in Exhibits 2, 3, and 4 are the necessary requirements for those services. The eligibility criteria are set forth in the *DARMHA Manuals*. The financial and clinical criteria which must be met include:
- 1) The income of the individual and that of those applicable family members must be at or below 200% of the federal poverty level set by the U.S. Department of Health and Human Services and in effect at the beginning of the term of this Contract.
  - 2) The individual must meet the diagnostic, functional impairment and durational components of the definitions of the target population(s) of which he or she is a member. The definitions are set forth in 440 IAC 8-2.
  - 3) All consumers meeting eligibility criteria must be registered in DARMHA for the duration of their treatment.
  - 4) The Contractor shall have written policies and procedures which define how the contractor's sliding fees schedules are determined and operationalized.
- B. Population Served. The Contractor shall provide a Continuum of Care in the Exclusive Geographic Service Area as defined in 440 IAC 4.1-3. The Continuum of Care shall be provided in the least restrictive, most appropriate setting to the specific Population(s). The Contractor shall provide or make provision for care to eligible individuals within the Population within the limits of the Contractor's service capacity. Provision of this care does not create or confer upon the Contractor liability or responsibility for care beyond the care supported by this Contract.
- C. Evaluations of Individuals Served.
- 1) At a minimum, the Contractor must assess the mental health and addiction needs and make recommendations for all individuals presenting for service regardless of their ability to pay.
  - 2) For all individuals meeting the eligibility criteria, this assessment must be comprehensive and an integral part of the treatment planning for the individual. This assessment must include the State-approved assessment instrument appropriate to the Individual; i.e. either the ANSA (Adult Needs and Strengths Assessment), CANS (Child and Adolescent Needs and Strengths) or other State-designated instrument for provider assessment of individual functional impairment.
  - 3) For all individuals meeting the eligibility criteria, the Contractor shall follow all assessment and reassessment requirements as outlined in the *Required Data from Contracted Providers Manual* ([dmha.fssa.in.gov/DARMHA/mainDocuments.aspx](http://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx)).

- 4) If, upon assessment, the Contractor determines that the individual is a member of a targeted population for which the Contractor is not certified, the Contractor shall not register the individual in the DARMHA system, but shall document and refer the individual to a provider that is so certified by the DMHA. If the individual has multiple areas of concern (*i.e.*, mental illness and addiction), the Contractor shall make needed linkage and referral to ensure that all of the individual's mental health and addiction treatment needs are addressed.
  - 5) The Contractor shall have written policies and procedures for how financial and clinical eligibility are determined and how financial and clinical eligibility are verified. Written documentation of financial and clinical eligibility determination and verification shall be contained in the individual's record as updated pursuant to the DARMHA Manuals.
- D. Internal Appeals and Grievance Process. The Contractor shall provide a system throughout its agency and network for handling individual complaints and appeals, and shall cooperate fully with the processing of any complaint or appeal. The Contractor shall fully cooperate and comply with the use of any toll-free phone number or other individual grievance/plan of correction process established by the State during the term of this Contract.
  - E. Reporting of Critical Incidents. The Contractor agrees to report to the State, via a web-based incident reporting system, or via other alternate methods of contact specifically designated by the DMHA, within twenty-four (24) hours of the occurrence of the critical incident. In addition, the Contractor shall immediately begin an investigation of any such incident so that the risk of recurrence may be reduced.
  - F. Compliance with Standards for the Provision of Services. The Contractor shall comply with all of the minimum standards for the provision of services as set forth in 440 IAC 9.
  - G. Cultural Competence. The contractor shall have written policies and procedures in place for training all employees on cultural diversity. The contractor shall implement a minimum of one annual cultural diversity training to all employees. Written documentation of the training is the responsibility of the contractor.

## **2. Compliance with Certification Requirements; Modification to Scope of Care.**

- A. Professional Certification. The Contractor must maintain and shall comply with required professional certification pursuant to 440 IAC 4.1. The Contractor warrants and represents that it is, and shall remain, in good standing with its accrediting certification body.
- B. Notification of Changes. The Contractor shall notify the State within ten (10) days of any reduction in the scope of care or care capacity required or relied upon by the State or its agents as the basis for the Contractor's Certification. The Contractor shall notify the State of other changes or occurrences as required by 440 IAC 4.1-2-6. Further, the parties agree that the Contractor shall, upon written demand by the State, be required to repay all sums paid by the State to the Contractor for which adequate fiscal documentation and/or data to support service delivery to the Population is not in existence.
- C. Failure to Maintain Certification. The State shall not pay the Contractor for any care provided while the Contractor is not in compliance with applicable certification or licensing laws, promulgated rules, or standards required by the Contractor's accrediting body. If any licensure or accreditation expires, or is suspended or revoked, the Contractor shall

immediately notify the State. The Contractor agrees to repay to the State any payments made to the Contractor while the Contractor's licensure or accreditation was suspended or revoked.

- D. State's Rights on Failure to Repay. Should the Contractor not reimburse the State for any payments which were made while the Contractor's certification, licensure or accreditation was suspended or revoked the State shall have the right to offset such amount against current or future allowable claims, demand a cash payback, or withhold payment of current claims in a like amount pending the resolution between the parties of any disputed amounts.

### **3. Compliance with Quality Assurance Program.**

Pursuant to 440 IAC 4.1-2-1(b), the Contractor must participate in and meet the requirements of the DMHA's quality assurance program. The Contractor agrees to assist the State, or its authorized representatives, in any audit in connection with the Contract. The Contractor further agrees that the State shall have the right to enter the premises of the Contractor, and/or its subcontractors, and review records and property maintained by the Contractor in connection with this Contract. The Contractor agrees to take any action deemed to be necessary by the DMHA in response to any reviews in connection with this Contract.

### **4. Records, Reports, and Inspections.**

- A. Retention of Records. The Contractor shall maintain all records relative to this Contract for the later of (a) three (3) years from the date the final report is submitted by the State to the United States Government, or (b) one (1) year after the complete and final resolution of any litigation, claim, audit or other action involving the records. The Contractor should refer to and shall comply with 45 CFR § 92.42 for additional detail on the retention of records.
- B. Data Format. The Contractor shall provide data to the DMHA in a format designated by the DARMHA manual that includes, but may not be limited to, data and computations of the ANSA (Adult Needs and Strengths Assessment), CANS (Child and Adolescent Needs and Strengths) or other instrument for provider assessment of individual functional impairment required by the State.
- C. Report to County Fiscal Body. As required by IC 12-29-2-16, the Contractor shall submit an annual report to the fiscal body of each county from which it receives funding.

### **5. Allocation; Performance; Reduction in Funding; Termination.**

- A. The amount of payment actually due to Contractor will be determined by an allocation formula. The allocation formula includes the following factors: the amount of funds available to each region of the State and the amount of service provided by the contractor in each region of the State. Contractor will be notified of the allocation amount quarterly and will not be compensated in excess of that amount. A portion of the amount paid the provider will be based on the provider's performance. Provider performance measures are set forth in the document titled *Performance Measures Definitions* which is located at [dmha.fssa.in.gov/DARMHA/mainDocuments.aspx](http://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx). Detailed information on the payment procedures is contained in the *DARMHA Manuals*. Further detail of the compensation process is contained in the terms of this Contract.
- B. The State may conduct periodic reviews of the utilization of funds paid under this Contract. When requested, the contractor must present documentation to support utilization of funds applicable to the population for which the funds were allocated. The

documentation may include staff salaries and other operating costs expended to support the population in question. Underutilization by the Contractor of such funds, reallocation of such funds, or a decision by the State to discontinue purchasing the delivery of care, may result in reduced funding under this Contract. The State will make allocation decisions in its sole discretion. The State makes no representation, covenant or warranty that it will allocate any specified amount of dollars to any particular region of the State. Other than changes in allocation, for which no advance notification shall be made, the State shall give ten (10) days written notice of any decision to reduce the funding of this Contract, which notice shall include a statement of reasons for such reduction. The Contractor may, within the ten (10) day period, appeal to the Commissioner of the Department of Administration pursuant to the Dispute Resolution clause of this Contract.

- C. No costs may be incurred against this Contract by the Contractor after the end of the term of this Contract. All claims shall be submitted to the State within sixty (60) days of the date of service delivery, or the State may elect to deny payment.
- D. The State may reduce the funding levels and amounts stated in this Contract. This may prevent the Contractor from receiving further funds under the terms of this Contract. The Contractor remains responsible for the assurance and delivery of the full clinically appropriate Continuum of Care through June 30, 2020, to those individuals registered in DARMHA.
- E. As authorized by IC 12-21-2-7, IC 12-21-2-8, and 440 IAC 9-2-1(b), the State may reduce funding or terminate this Contract, or terminate the Contractor's State certification if the Contractor fails to comply with all of the terms and conditions of (1) this Contract and (2) 440 IAC 9.
- F. The State shall make available written instructions to the Contractor regarding any procedures and/or assessments, DARMHA processing, or instructions with which the Contractor must comply as a precondition for payment under the terms of this Contract.
- G. The Contractor may, upon written demand by the State, be required to repay the State all sums paid by the State to the Contractor for which adequate fiscal and/or care delivery documentation is not available for the time period audited. The Contractor agrees to assist the State, or its authorized representatives, in any audit in connection with the Contract. The Contractor further agrees that the State shall have the right to enter the premises of the Contractor, and/or its subcontractors, and review records and property maintained by the Contractor in connection with this Contract. If such an audit of the Contractor results in an audit exception, the State shall have the right to offset such amount against current or future allowable claims, demand a cash payback, or withhold payment of current claims in a like amount, pending resolution between the parties of any disputed amount.
- H. Medicaid Rehabilitation Option (MRO) reconciliation payments are to be paid in full to DMHA no later than 30 days after the Contractor is notified of the additional match owed. If the Contractor disputes such amount, and the dispute is related to the Department of Child Services (DCS) MRO referrals, the Contractor must not reduce the amount of the match owed to DMHA by the disputed amount. The Contractor is obligated to resolve its dispute with DCS. If the resolution between DCS and the Contractor results in a finding that the amount of match owed should be reduced, the State will generate new reports, which will reflect the change.

## **6. Children's Health Insurance Program.**

In conjunction with the services provided by the Contractor pursuant to this agreement, Contractor hereby agrees to provide information supplied by the State to families served by the Contractor regarding Hoosier Healthwise, Indiana's Children's Health Insurance Program (S-CHIP), as required by IC 12-17.6-5-4. Further, if families served by the Contractor specify health care for their children as a particularly important need, the Contractor agrees to refer the family to the Hoosier Healthwise Helpline, 1-800-889-9949.

## **7. Tobacco-Free Workplace Certification.**

The Contractor hereby covenants and agrees to provide and maintain a tobacco-free environment.

Under the terms of this Contract, Tobacco is defined as all products that contain tobacco, which may include: cigarettes, cigars, chewing tobacco, pipes and all smokeless tobacco products, and electronic cigarettes.

The Contractor certifies and agrees to provide a tobacco-free workplace by:

- A. Establishing policies and procedures which, at minimum, include the following items:
  - 1) Defines the tobacco-free environment as the facility, grounds and all vehicles located on the Contractor's property;
  - 2) Establishes the inclusion of all consumers, staff, contractors, volunteers and visitors in the tobacco-free policy;
  - 3) Requires that all consumers, staff, contractors, volunteers and visitors be informed of the tobacco-free policy;
  - 4) Establishes screening, education and treatment programming for consumers, staff, contractors and volunteers; and
  - 5) Establishes procedures to address violations of the tobacco-free environment policy.
- B. Including a screen for tobacco use and tobacco dependence of consumers as part of the initial and ongoing assessment process. Findings shall be noted in a consumer's clinical record.
- C. Incorporating tobacco dependence treatment into the treatment planning process.
- D. Incorporating education specific to tobacco dependence into clinical programming. Such education may be included in current patient education programming, such as substance education, HIV and other health-related education.
- E. Offering or allowing FDA-approved tobacco treatment medications for use by consumers.
- F. Giving contractor staff, volunteers and contractors access to tobacco dependence education.
- G. Making a good faith effort to maintain a tobacco-free workplace through the implementation of subparagraphs A. through F. above.

## **8. Lobbying.**

Pursuant to 31 U.S.C. 1352 and any regulations promulgated there under, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or



modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, any officer or employee of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

**9. Pro-Children Act of 1994.**

The Contractor acknowledges that in providing the services it is subject to the provisions of the Pro-Children Act of 1994, 20 U.S.C. 6083. The Contractor certifies that Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor will require that the language of this certification be included in any subcontracts that contain provisions for children's services, and shall require all subcontractors to certify accordingly.

**EXHIBIT 2**  
**SERIOUSLY MENTALLY ILL ADULTS (SMI)**

**I. POPULATION TO BE SERVED**

- A. In accordance with the Contract, Contractor is required, within the limits of the Contractor's service capacity, to serve individuals who meet the financial and clinical eligibility criteria for an adult who is Seriously Mentally Ill (SMI) and is eligible for services as described in the DARMHA manual.
- B. Contractor shall:
  - 1) Assure the availability of, and provide the necessary full continuum of care as defined in IC 12-7-2-40.6, to adults who are SMI eligible for registering in DARMHA in this Exhibit; and
  - 2) Provide DMHA supported care to special populations listed in this Exhibit within the limits of the Contractor's service capacity.

**II. ADMINISTRATIVE & FUNDING TERMS, REQUIREMENTS AND LIMITATIONS**

- A. Except as provided hereinafter, the funding sources which may support the services in this Exhibit are the following:
  - 1) Seriously Mentally Ill Adults Fund
  - 2) Block Grants for Community Mental Health Services
  - 3) Community Mental Health Services Fund
- B. In accordance with Title V of the Public Health Services Act Section 1916, the Contractor shall not use funds from the Block Grants for Community Mental Health Services for the following purposes:
  - 1) To provide inpatient services;
  - 2) To make cash payments to intended recipients of health services;
  - 3) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
  - 4) To purchase major medical equipment or to purchase any other equipment valued over one thousand dollars (\$1,000.00);
  - 5) To satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or
  - 6) To provide financial assistance to any entity other than a public or nonprofit entity.
- C. The State shall not pay for any claim unless the voucher for payment is submitted and processed in accordance with the State's procedures
- D. For each consumer eligible for the DMHA supported care, the Contractor shall do the following:
  - 1) Use alternative funding for services that contain intrinsic elements of other state and/or local programs;
  - 2) Pursue all available third-party sources of revenue including consumer co-payments where appropriate for providing services in the full continuum of care needed for all eligible consumers; and
  - 3) Make the maximum use of available, non-state funds.
- E. The Contractor shall maintain information regarding each eligible adult who is seriously mentally ill served under this Exhibit and shall submit such information to DMHA as set out in the following:
  - 1) The Contractor shall submit data to the Data Assessment Registry Mental Health and Addiction (DARMHA) system in accordance with the manuals on the DARMHA

website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>) and any updates thereto. Specifically, the following documents contain instructional and user information related to submission of data:

- a) Required Data from DMHA Contracted Providers
  - b) DARMHA Import and Export Specifications Manual
  - c) DARMHA Web Services Specifications
- 2) Service units (encounter units) and their value, as identified in the DARMHA, shall be forwarded to the State in accordance with the policy contained in the DARMHA Manuals and may be submitted manually, via import process, or via Web Services.
  - 3) This information and any requested supporting records shall be forwarded to the DMHA in the manner so prescribed. The supporting records shall be maintained on the site in a manner that is readily accessible to auditors.
  - 4) Data necessary for the calculation of performance standards as outlined in the most current Performance Measure Definitions Manual found on the DARMHA website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>).
- F. The Contractor shall participate in, and meet the requirements of, the DMHA quality assurance program. The Contractor shall participate in any quality improvement initiatives as requested by the DMHA.
- G. The Contractor shall participate in meetings and/or trainings provided or authorized by the DMHA.
- H. The Contractor shall utilize the DMHA-approved standardized assessment tools (CANS or ANSA) for each consumer receiving services under this Exhibit.

### **III. SPECIAL REQUIREMENTS FOR PROVIDERS WHICH ARE COMMUNITY MENTAL HEALTH CENTERS (CMHC)**

- A. If the provider is a community mental health center (CMHC) certified by the DMHA under IC 12-21-2-3, Contractor shall:
- 1) Comply with the requirements of all applicable statutes and rules in effect during the term of this Contract, including 42 USC 300X, Title 12 of the Indiana Code, and 440 IAC 4.1.
  - 2) Provide services required pursuant to the following:
    - a) 440 IAC 4-3-1, mandatory services;
    - b) 440 IAC 4-3-9, services for seriously emotionally handicapped children and adolescents;
    - c) 440 IAC 4-3-10, services for alcohol and other drug abusers; and
    - d) 440 IAC 4-3-11, services for older adults.
- B. As a condition of the receipt of funds, Contractor shall provide the following services:
- 1) Outpatient services, including specialized outpatient services for children, the elderly, individuals with serious mental illness, and residents of the Contractor's exclusive geographic service area who have been discharged from inpatient treatment at a state operated facility;
  - 2) Twenty-four (24) hour per day emergency care services;
  - 3) Psychosocial rehabilitation services; and
  - 4) Screening services for individuals being considered for admission to a state operated facility to determine the appropriateness of such admission.
- C. These services shall be provided within the limits of the service capacity of the Contractor to an individual residing in the Contractor's exclusive geographic service area regardless of the individual's ability to pay for such service.

- D. As a CMHC, the Contractor shall, within the limits of its service capacity, handle all emergency detentions and immediate detentions in which the Contractor determines services are clinically necessary or which have been referred by a court of competent jurisdiction.
- E. Supported Care under this Exhibit shall meet the following requirements:
  - 1) Shall be available and accessible in as prompt a manner as reasonable and appropriate.
  - 2) Shall be provided in a manner that preserves human dignity, assures the continuity of care, and assures high quality care.
- F. The Contractor may provide services to individuals residing outside the Contractor's exclusive geographic service area.

#### IV. GATEKEEPING

- A. General Requirements
  - 1) Pursuant to IC 12-26-6-8(c)(1) and IC 12-26-7-3(b)(1), a CMHC shall conduct a face-to-face evaluation of the individuals who are proposed to be committed to a state institution administered by the DMHA and report the findings of the evaluation to the court in which the matter is pending.
  - 2) Pursuant to IC 12-24-12-9 and IC 12-24-12-10(a)(1), a CMHC shall administer within the limits of its service capacity, a continuum of care as required by IC 12-24-19-4 for each individual who meets the following requirements:
    - a) Has been involuntarily committed under IC 12-26;
    - b) Is not developmentally disabled; and
    - c) Has been discharged from a state operated facility or is placed on outpatient status by a state operated facility under IC 12-26.
- B. State Operated Facility Bed Allocation for the SMI Population
  - 1) IC 12-21-2-3 allows the director of the DMHA to establish, maintain and reallocate long term care settings and state operated long term care inpatient beds to provide services for patients with long term psychiatric disorders.
  - 2) The total number of approved state operated facility beds allocated by the State for the inpatient care of Adults who are Seriously Mentally Ill (SMI) for the period from 7/01/19 through 12/31/19, as well as the corresponding number of Bed Days allocated by the State for this purpose, are identified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated January 1, 2020, which is hereby incorporated by reference.
  - 3) The total number of approved state operated facility beds allocated by the State for the inpatient care of Adults who are Seriously Mentally Ill (SMI) for the period from 1/01/20 through 6/30/20 as well as the corresponding number of Bed Days allocated by the State for this purpose, are identified in the DMHA spreadsheet "Bed Allocation for Indiana CMHCs," dated January 1, 2019.
  - 4) The Contractor shall not use more than the allocated number of beds nor allow more of its consumers to receive SOF inpatient services during any given month, unless the Contractor has received authorization from the DMHA that the Contractor is permitted to enter into an agreement and intends to utilize the unused SOF beds of another Community Mental Health Center (CMHC).
  - 5) In order to borrow a bed the Contractor must obtain prior approval from the DMHA through submission of a "Borrowed Bed Request and Authorization Form."
  - 6) The Contractor further acknowledges that the provision to Contractor by the DMHA of the use of borrowed beds as described above is valuable consideration provided to Contractor by the DMHA under this Exhibit.
  - 7) At no time shall a Contractor exceed a limit of five (5) borrowed beds.

- 8) If the Contractor determines an extension of an individual agreement is needed, the Contractor must submit a new "Borrowed Bed Request and Authorization Form" requesting reauthorization for the individual to the DMHA for prior approval. The request must be received by DMHA a minimum of 14 business days prior to the expiration of the agreement and must be accompanied by a justification statement for the request and a plan outlining measures that will be implemented by the Contractor to transition the individual to an allocated bed of the Contractor.
- 9) The Contractor borrowing the bed shall notify the DMHA, in writing, when an agreement has been (a) terminated, (b) the individual has been discharged, or (c) the individual has been transitioned to an allocated bed of the Contractor before the 90 day agreement expiration.
- 10) The DMHA will communicate in writing to the Contractor the number of bed days used by the Contractor each calendar month. Beds borrowed but not used will not be used in the calculation of bed days.

C. Pre-Admission Screening Of Individuals with Mental Illness Applying To ISDH Licensed Residential Care Facilities

- 1) Upon receiving a referral from residential care facilities licensed by the Indiana State Department of Health, the CMHC shall comply with the provisions of 410 IAC 16.2-5-11.1, which requires the following:
  - a) Pre-admission screening of persons with mental illness who apply for admission to residential care facilities licensed by the Indiana State Department of Health, pursuant to 410 IAC 16.2-5-11.1 (b), (c), (d), and (e); and
  - b) The provision of assistance to residential care facilities in the development of an individual's comprehensive care plan within thirty (30) days following the individual's admission to the facility, pursuant to 410 IAC 16.2-5-11.1(g).
- 2) The CMHC shall:
  - a) Complete the pre-admission screening within a period not to exceed an annual average of four (4) working days from the date of the referral from the residential care facility.
  - b) Provide in writing to the residential care facility, within the same four (4) day time period described in (a) above, the results of the pre-admission screening assessment, including a determination of whether the individual is appropriate for admission to the facility and recommendations for needed services.
  - c) Submit in writing to the designated staff member at the FSSA Division of Aging the following:
    - i. The name and contact information of the staff member(s) trained and designated as the contact person for this function; and
    - ii. Assurance that the staff members assigned to perform the function are qualified and have received appropriate training.

D. Participate in meetings and training provided or authorized by the DMHA.

E. OBRA/PASRR

The CMHC shall comply with OBRA/PASRR/MI policy and procedure requirements issued by the Indiana Family and Social Services Administration, as follows:

- 1) The CMHC shall complete diagnostic evaluations authorized by the State PASRR program within the following guidelines:
  - a) Omnibus Budget Reconciliation Act of 1987 (OBRA/PASRR/MI) Pre-Admission Screening (PAS) Level II evaluations must be completed and returned to the PAS agency office as soon as possible, but no later than an annual average of four (4) working days from the date of the authorization/referral.

- b) OBRA/PASRR/MI Resident Review evaluations resulting from referrals due to a significant change in the resident's condition must be completed within the same time frame as PAS evaluations in subsection (a.) above.
- c) Under quality assurance reviews as established by the PASRR unit, the CMHC will maintain a ninety-five percent (95%) accuracy/quality rating.
- d) The CMHC shall:
  - i. Submit to a designated staff member of the FSSA Division of Aging the names of all staff members trained and designated to perform PASRR assessments.
  - ii. Assure that these individuals receive appropriate PASRR training.
  - iii. Participate in meetings and training provided or authorized by the DMHA.
- e) Authorized post-admission OBRA/PASRR/MI Resident Reviews must be completed and returned to the State PASRR unit by the end of the fourth quarter after the previous pre-admission or post-admission resident review, or within timelines established by the State.
- f) Failure by the CMHC to comply with the above requirements may result in the loss of authorization to perform PASRR assessments.

**EXHIBIT 3**  
**CHRONICALLY ADDICTED PERSONS OF ALL AGES (CA/SA)**

**I. POPULATION TO BE SERVED**

- A. In accordance with the Contract, Contractor is required within the limits of the Contractor's service capacity, to serve individuals who meet the financial and clinical eligibility criteria for an adult or child for Chronic Addiction (CA) and is eligible for services as described in the DARMHA Manual.
- B. Contractor shall:
  - 1) Assure the availability of a full continuum of care, and provide such as necessary to persons of all ages who meet the criteria for chronic addiction (CA) who are eligible for registering in DARMHA in this Exhibit as applicable to a provider certified as a community mental health center and defined under IC 12-7-2-40.6; and
  - 2) Provide DMHA supported care to special populations listed in this Exhibit within the limits of the Contractor's service capacity.

**II. ADMINISTRATIVE & FUNDING TERMS, REQUIREMENTS AND LIMITATIONS**

- A. The funding sources which may support services in this Exhibit are the following:
  - 1) Substance Abuse Treatment Funds
  - 2) Gallonage Tax Funds
  - 3) Gamblers Assistance Fund
  - 4) SAPT Block Grant
  - 5) Tobacco Settlement Fund
- B. The Contractor shall not use any of the funds received under this Exhibit for any of the following purposes:
  - 1) To carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug;
  - 2) To carry out any testing for the etiologic agent for Acquired Immune Deficiency Syndrome unless such testing is accompanied by appropriate pre-test and post-test counseling.
- C. The Contractor shall not use SAPT Block Grant funds for any of the following purposes:
  - 1) To make cash payments to intended recipients of health services;
  - 2) To purchase or improve land;
  - 3) To purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
  - 4) To purchase major medical equipment or to purchase any other equipment valued over one thousand dollars (\$1,000.00);
  - 5) To satisfy any requirements for expenditures of non-federal funds as a condition for the receipt of federal funds;
  - 6) To provide inpatient services; or
  - 7) To provide financial assistance to any entity other than a public or nonprofit private entity.
- D. Contractor is authorized to serve consumers eligible for DMHA funded activities and care under this Exhibit using procedures established by the State.
- E. The State shall not pay for any claim unless the voucher for payment is submitted and processed in accordance with the State's procedures
- F. For each consumer eligible for DMHA funded activities and services, the Contractor shall:
  - 1) maximize the use of alternative funding for services that are intrinsic elements of other state and/or local programs;

- 2) pursue all available third-party sources of revenue, including consumer co-payments, where appropriate, for providing the full continuum of services needed for all eligible consumers; and
  - 3) maximize the use of non-state funds.
- G. The Contractor shall maintain information regarding each eligible person with a chronic addiction who is served under this Exhibit and shall submit such information to DMHA as set out in the following:
- 1) The Contractor shall submit data to the Data Assessment Registry Mental Health and Addiction (DARMHA) system in accordance with the manuals on the DARMHA website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>) and any updates thereto. Specifically the following manuals contain instructional information related to submission of data:
    - a) Required Data from DMHA Contracted Providers Manual
    - b) DARMHA Import and Export Specifications Manual
    - c) DARMHA Web Services Specifications Manual
  - 2) Service units (encounter units) and their value, as identified in the DARMHA shall be forwarded to the State in accordance with the policy contained in the DARMHA Manuals and may be submitted manually, via import process, or via web services.
  - 3) This information and any requested supporting records shall be forwarded to the DMHA in the manner so prescribed. The supporting records shall be maintained on site in a manner that is readily accessible to auditors.
  - 4) Data necessary for the calculation of performance standards are as outlined in the most current Performance Measure Definitions Manual is found on the DARMHA website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>).
- H. The Contractor shall participate in and meet the requirements of the DMHA quality assurance program. The Contractor shall participate in any quality improvement initiatives as requested by DMHA.
- I. The Contractor shall participate in meetings and/or trainings provided or authorized by the DMHA.
- J. The Contractor shall utilize DMHA-approved standardized assessment tools (CANS or ANSA) for each consumer receiving services under this Exhibit.

### **III. SPECIAL REQUIREMENTS FOR PROVIDERS WHO ARE COMMUNITY MENTAL HEALTH CENTERS (CMHC)**

- A. If the Contractor is a community mental health center (CMHC) certified by DMHA under IC 12-21-2-3, the Contractor shall comply with the following provisions:
- 1) The Contractor shall comply with the requirements of all applicable statutes and rules in effect during the term of this Contract, including 42 USC 300X, Title 12 of the Indiana Code, and 440 IAC 4.1.
  - 2) The Contractor shall provide services required pursuant to the following:
    - a) 440 IAC 4-3-1, mandatory services;
    - b) 440 IAC 4-3-9, services for seriously emotionally handicapped children and adolescents;
    - c) 440 IAC 4-3-10, services for alcohol and other drug abusers; and
    - d) 440 IAC 4-3-11, services for older adults.
- B. As a condition of the receipt of funds, Contractor shall provide the following services:
- 1) Outpatient services, including specialized outpatient services for children, the elderly, individuals with serious mental illness, and residents of the Contractor's exclusive geographic service area who have been discharged from inpatient treatment at a state operated facility;



- 2) Twenty-four (24) hour per day emergency care services;
  - 3) Psychosocial rehabilitation services; and
  - 4) Screening services for individuals being considered for admission to a state operated facility to determine the appropriateness of such admission.
- C. These services shall be provided within the limits of the service capacity of the Contractor to an individual residing or employed in the Contractor's exclusive geographic service area regardless of the individual's ability to pay for such service.
- D. As a CMHC, the Contractor shall, within the limits of its resources, handle all emergency detentions and immediate detentions in which the Contractor determines services are clinically necessary or which have been referred by a court of competent jurisdiction.
- E. Supported Care under this Exhibit shall meet the following requirements:
- 1) Shall be available and accessible in as prompt a manner as reasonable and appropriate.
  - 2) Shall be provided in a manner that preserves human dignity, assures the continuity of care, and assures high quality care.
- F. The Contractor may provide services to individuals residing outside the Contractor's exclusive geographic service area.

#### **IV. SPECIAL REQUIREMENTS REGARDING SAPT BLOCK GRANT FUNDS**

- A. The Contractor acknowledges that, as a condition of receiving SAPT Block Grant funds, Contractor shall:
- 1) Notify the DMHA upon reaching ninety percent (90%) of Contractor's capacity to admit individuals seeking treatment of intravenous drug abuse.
  - 2) Participate in outreach activities aimed at individuals and their associates considered high risk for substance abuse. The outreach model used shall be scientifically sound, or if no such model applicable to Contractor's local situation is available, the Contractor shall use an approach which reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:
    - a) Selecting, training, and supervising outreach workers;
    - b) Contacting, communicating with, and following up with high-risk substance abusers, their associates and neighborhood residents, within the constraints of federal and state confidentiality requirements, including 42 CFR Part 2;
    - c) Promoting awareness among injection drug abusers about the relationship between injection drug abuse and communicable diseases such as HIV;
    - d) Recommending steps that can be taken to ensure that HIV transmission does not occur; and
    - e) Encouraging entry into treatment.
  - 3) Establish and maintain a list of individuals awaiting treatment in a manner that ensures the ability to identify injection drug abusers according to the procedures provided by the DMHA.
  - 4) The Contractor shall admit the individual Intravenous Drug User (IVDU) into a treatment program within fourteen (14) days after such request. If the Contractor is unable to admit the individual Intravenous Drug User into a treatment program within fourteen (14) days after such request the Contractor shall provide interim services to individual no more than forty-eight (48) hours after a request for treatment has been made. Even if interim services are provided within forty-eight (48) hours after an individual has made a request for services, the individual must be

admitted into a treatment program within one hundred twenty (120) days after such request for services.

- 5) Ensure that a system of priority of registration for treatment pursuant to the list below (in order of importance) is in effect:
    - a) Pregnant injection drug abusers;
    - b) Pregnant substance abusers;
    - c) Injection drug abusers;
    - d) And last all others.
  - 6) Provide tuberculosis services as follows:
    - a) Directly or through arrangements with other public or nonprofit private entities, routinely make tuberculosis services available to each individual receiving treatment services; or
    - b) If an individual in need of treatment services is denied admission to treatment services because of the Contractor's lack of capacity to admit the individual, refer the individual to another provider of tuberculosis services.
    - c) "Tuberculosis Services" shall mean:
      - i. counseling the individual with respect to tuberculosis;
      - ii. testing to determine whether the individual has contracted tuberculosis;
      - iii. testing to determine the form of treatment for the disease that is appropriate for the individual; and
      - iv. providing such treatment to the individual.
- B. For pregnant women and women with dependent children, ensure access to or the availability of the following:
- 1) Primary medical care for women, including referral for prenatal care.
  - 2) Child-care while mothers are in treatment.
  - 3) Primary pediatric care, including immunizations, for the children of women in treatment.
  - 4) Gender specific treatment and other therapeutic interventions for women.
  - 5) For children in the custody of the women in treatment, therapeutic interventions which may address the children's developmental needs and issues of sexual or physical abuse or neglect.
  - 6) Sufficient case management and transportation to ensure that eligible women and children have access to services.
- C. For pregnant women and women with dependent children, the following shall apply:
- 1) The Contractor shall establish and utilize a referral system if the Contractor has insufficient capacity to provide direct treatment to pregnant women. Contractor shall notify the DMHA if immediate access to services for a pregnant woman cannot be arranged. Interim services, including referral for prenatal care, will be provided to each pregnant woman awaiting commencement of treatment for forty-eight (48) hours or more and will continue until such time that treatment services are fully commenced.
- D. The Contractor shall ensure comprehensive assessment of needs and providing or making provision for treatment to meet identified needs by establishing and maintaining formal agreements with other appropriate services providers, including mental health services, social services, educational services, vocational rehabilitation services, housing, and employment services.

The Contractor shall ensure that continuing education is made available to all staff providing substance abuse services, including training regarding trauma informed care and cultural competency.

- E. The Contractor shall participate in trauma informed, culturally competent organizational development.

**EXHIBIT 4**  
**SERIOUSLY EMOTIONALLY DISTURBED CHILDREN AND ADOLESCENTS (SED)**

**I. POPULATION TO BE SERVED**

- A. In accordance with the Contract, Contractor is required, within the limits of the Contractor's service capacity, to serve individuals who meet the financial and clinical eligibility criteria for Seriously Emotionally Disturbed (SED) children and adolescents eligible for services as described in the DARHMA manual.
- B. Contractor shall:
  - 1) Assure the availability of and provide the necessary full "continuum of care" as defined in IC 12-7-2-40.6 to seriously emotionally disturbed (SED) children and adolescents who are eligible for registering in DARMHA in this Exhibit; and
  - 2) Provide DMHA supported care to the special populations listed in this Exhibit within the limits of Contractor's service capacity.

**II. ADMINISTRATIVE & FUNDING TERMS, REQUIREMENTS AND LIMITATIONS**

- A. Except as provided hereinafter, the funding sources which may support services in this Exhibit are the following:
  - 1) Seriously Emotionally Disturbed Children Fund
  - 2) Block Grants for Community Mental Health Services
  - 3) Social Services Block Grant
- B. In accordance with Title V of the Public Health Services Act Section 1916, the Contractor shall not use funds from the Block Grants for Community Mental Health Services for the following purposes:
  - 2) To provide inpatient services;
  - 3) To make cash payments to intended recipients of health services;
  - 4) To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility;
  - 5) To purchase major medical equipment or to purchase any other equipment valued over one thousand dollars (\$1,000.00);
  - 6) To satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or
  - 7) To provide financial assistance to any entity other than a public or nonprofit entity.
- C. Contractor shall use funds from Social Services Block Grant to support programs and or services allowed under the Social Services Block Grant Act (42 USC 1397). All services supported by funds from Social Services Block Grant shall be nonsectarian in nature.
- D. The State shall not pay for any claim unless the voucher for payment is submitted and processed in accordance with the State's procedures
- E. For each consumer eligible for DMHA services, the Contractor shall do the following:
  - 1) maximize alternative funding for services that are intrinsic elements of other state and/or local programs;
  - 2) pursue all available third-party sources of revenue including consumer co-payments, where appropriate, for providing the full continuum of care needed for all eligible consumers; and
  - 3) maximize non-state funds.

- F. The Contractor shall maintain information regarding each eligible seriously emotionally disturbed child or adolescent who is served under this Exhibit and shall submit such information to DMHA as set out in the following:
  - 1) The Contractor shall submit data to the Data Assessment Registry Mental Health and Addiction (DARMHA) system in accordance with the documents on the DARMHA website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>) and any updates thereto. Specifically, the following documents contain instructional information related to submission of data:
    - a) Required Data from DMHA Contractual Providers Manual
    - b) DARMHA Import and Export Specifications Manual
    - c) DARMHA Web Services Specifications Manual
  - 2) Service units (encounter units) and their value, as identified in the DARMHA shall be forwarded to the State in accordance with the policy contained in the DARMHA Manual and may be submitted manually, via import process, or via web Services.
  - 3) This information and any requested supporting records shall be forwarded to the DMHA in the manner so prescribed. The supporting records shall be maintained on site in a manner that is readily accessible to auditors.
  - 4) Data necessary for the calculation of performance standards as outlined in the most current Performance Measure Definitions Manual found on the DARMHA website (<https://dmha.fssa.in.gov/DARMHA/mainDocuments.aspx>).
- G. The contractor shall participate in, and meet the requirements of, the DMHA quality assurance program. The Contractor shall participate in any quality improvement initiatives as requested by the DMHA.
- H. The Contractor shall participate in meetings and/or training provided and/or authorized by the DMHA.
- I. The Contractor shall utilize DMHA-approved standardized assessment tools (CANS or ANSA), for each consumer receiving services under this Exhibit.

### **III. SPECIAL REQUIREMENTS FOR PROVIDERS WHO ARE COMMUNITY MENTAL HEALTH CENTERS (CMHC)**

- A. If the Contractor is a community mental health center (CMHC) certified by DMHA under IC 12-21-2-3, the Contractor shall:
  - 1) Comply with the requirements of all applicable statutes and rules in effect during the term of this Contract, including 42 USC 300 X, Title 12 of the Indiana Code, and 440 IAC 4.1.
  - 2) Provide services required pursuant to the following:
    - a) 440 IAC 4-3-1, mandatory services;
    - b) 440 IAC 4-3-9, services for seriously emotionally handicapped children and adolescents;
    - c) 440 IAC 4-3-10, services for alcohol and other drug abusers; and
    - d) 440 IAC 4-3-11, services for older adults.
- B. As a condition of the receipt of funds, Contractor shall provide the following services:
  - 1) Outpatient services, including specialized outpatient services for children, the elderly, individuals with serious mental illness, and residents of the Contractor's exclusive geographic service area who have been discharged from inpatient treatment at a state operated facility;
  - 2) Twenty-four (24) hour per day emergency care services;
  - 3) Psychosocial rehabilitation services; and
  - 4) Screening services for individuals being considered for admission to a state operated facility to determine the appropriateness of such admission.

- C. These services shall be provided within the limits of the service capacity of the Contractor to an individual residing or employed in the Contractor's exclusive geographic service area regardless of the individual's ability to pay for such service.
- D. As a CMHC, the Contractor shall, within the limits of its service capacity, handle all emergency detentions and immediate detentions in which the Contractor determines services are clinically necessary or which have been referred by a court of competent jurisdiction.
- E. Supported care under this Exhibit shall be available and accessible in as prompt a manner as appropriate and shall be available in a manner which preserves human dignity and assures continuity and high quality care.
- F. The Contractor may provide services to individuals residing outside the Contractor's exclusive geographic service area.

**Exhibit 5  
Financial Summary**

**Vendor Name: Community Mental Health Center, Inc. - Lawrenceburg**

<b>Description</b>	<b>Funding Source</b>	<b>Grant Name</b>	<b>Grant Number</b>	<b>CFDA</b>	<b>Amount</b>
SMI Standard	State	SMI			\$1,520,825.00
SMI Performance	State	SMI			\$53,713.00
SMI Performance	Federal	CMHS BG	2B09SM010019-19	93.958	\$83,614.00
Timely Discharge	State	SMI			\$50,000.00
SED Standard	Federal	SSBG	1902INSOSR	93.667	\$58,265.00
SED Performance	Federal	CMHS BG	2B09TI010019-19	93.959	\$48,119.00
CA Standard	Federal	SAPT BG	3B08TI010019-19S1	93.959	\$281,332.00
CA Standard	State	Gamblers			\$20,077.00
CA Standard	State	Gallonage			\$17,685.00
CA Performance	Federal	SAPT BG	3B08TI010019-19S1	93.959	\$40,287.00

**Total Contract Amount            \$2,173,917.00**

**Exhibit 6**

## **Center for Medicare and Medicaid Services Emergency Preparedness Rule:**

### Overview

The Community Mental Health Center (CMHC) must comply with all applicable Federal, State, and local emergency preparedness requirements. The CMHC must establish and maintain an emergency preparedness program that meets the requirements of this section. The emergency preparedness program must include, but not be limited to, the following elements:

Part 485 — conditions of participation: specialized providers, page: 181 (64039)

32. Add § 485.920 to read as follows:

§ 485.920 Conditions for Participation: Emergency Preparedness

Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988. Pub. L. No. 100-707; amending Pub. L. No. 93-288. Codified at 42 U.S.C. §§ 5121-5207.

### Elements

#### **A. The CMHC must develop and maintain an emergency preparedness plan that must be reviewed, and updated at least annually. The plan must do the following:**

- 1) Be based on and include a documented, facility-based and community-based risk assessment, utilizing an all-hazards approach.
- 2) Include strategies for addressing emergency events identified by the risk assessment.
- 3) Address client population, including, but not limited to, the type of services the CMHC has the ability to provide in an emergency; and continuity of operations, including delegations of authority and succession plans.
- 4) Include a process for cooperation and collaboration with local, tribal, regional, State, and Federal emergency preparedness officials' efforts to maintain an integrated response during a disaster or emergency situation, including documentation of the CMHC's efforts to contact such officials and, when applicable, its participation in collaborative and cooperative planning efforts.

#### **B. The CMHC must develop and implement emergency preparedness policies and procedures, based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, and the communication plan at paragraph (c) of this section. The policies and procedures must be reviewed and updated at least annually. At a minimum, the policies and procedures must address the following:**

- 1) A system to track the location of on-duty staff and sheltered clients in the CMHC's care during and after an emergency. If on-duty staff or sheltered clients are relocated during the emergency, the CMHC must document the specific name and location of the receiving facility or other location.
- 2) Safe evacuation from the CMHC, which includes consideration of care and treatment needs of evacuees; staff responsibilities; transportation; identification of evacuation location(s); and primary and alternate means of communication with external sources of assistance.
- 3) A means to shelter in place for clients, staff, and volunteers who remain in the facility.
- 4) A system of medical documentation that preserves client information, protects confidentiality of client information, and secures and maintains the availability of records.
- 5) The use of volunteers in an emergency or other emergency staffing strategies, including the process and role for integration of State and Federally designated health care professionals to address surge needs during an emergency.



- 6) The development of arrangements with other CMHCs or other providers to receive clients in the event of limitations or cessation of operations to maintain the continuity of services to CMHC clients.
- 7) The role of the CMHC under a waiver declared by the Secretary Health and Human Services, in accordance with section 1135 of the Social Security Act, in the provision of care and treatment at an alternate care site identified by emergency management officials.

**C. The CMHC must develop and maintain an emergency preparedness communication plan that complies with Federal, State, and local laws and must be reviewed and updated at least annually. The communication plan must include all of the following:**

- 1) Names and contact information for the following:
  - i. Staff.
  - ii. Entities providing services under arrangement.
  - iii. Client's physicians.
  - iv. Other CMHCs.
  - v. Volunteers.
- 2) Contact information for the following:
  - i. Federal, State, tribal, regional, and local emergency preparedness staff.
  - ii. Other sources of assistance.
- 3) Primary and alternate means of communicating with the following:
  - i. CMHC's staff.
  - ii. Federal, State, tribal, regional, and local emergency management agencies.
- 4) A method for sharing information and medical documentation for clients under the CMHC's care, as necessary, with other health care providers to maintain the continuity of care.
- 5) A means, in the event of an evacuation, to release patient information as permitted under 45 CFR 164.510(b)(1)(ii).
- 6) A means of providing information about the general condition and location of clients under the facility's care as permitted under 45 CFR 164.510(b)(4).
- 7) A means of providing information about the CMHC's needs, and its ability to provide assistance, to the authority having jurisdiction or the Incident Command Center, or designee.

**D. The CMHC must develop and maintain an emergency preparedness training and testing program that is based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, policies and procedures at paragraph (b) of this section, and the communication plan at paragraph (c) of this section. The training and testing program must be reviewed and updated at least annually.**

- 1) Training program. The CMHC must provide initial training in emergency preparedness policies and procedures to all new and existing staff, individuals providing services under arrangement, and volunteers, consistent with their expected roles and maintain documentation of the training. The CMHC must demonstrate staff knowledge of emergency procedures. Thereafter, the CMHC must provide emergency preparedness training at least annually.

- 2) Testing. The CMHC must conduct exercises to test the emergency plan at least annually. The CMHC must:
  - i. Participate in a full-scale exercise that is community-based or when a community-based exercise is not accessible, an individual, facility-based. If the CMHC experiences an actual natural or man-made emergency that requires activation of the emergency plan, the CMHC is exempt from engaging in a community-based or individual, facility-based full-scale exercise for 1 year following the onset of the actual event.
  - ii. Conduct an additional exercise that may include, but is not limited to the following:
    - a) A second full-scale exercise that is community-based or individual, facility-based.
    - b) A tabletop exercise that includes a group discussion led by a facilitator, using a narrated, clinically-relevant emergency scenario, and a set of problem statements, directed messages, or prepared questions designed to challenge an emergency plan.
  - iii. Analyze the CMHCs response to and maintain documentation of all drills, tabletop exercises, and emergency events, and revise the CMHCs emergency plan, as needed.

**E. If a CMHC is part of a healthcare system consisting of multiple separately certified healthcare facilities that elects to have a unified and integrated emergency preparedness program, the CMHC may choose to participate in the healthcare system's coordinated emergency preparedness program. If elected, the unified and integrated emergency preparedness program must:**

- 1) Demonstrate that each separately certified facility within the system actively participated in the development of the unified and integrated emergency preparedness program.
- 2) Be developed and maintained in a manner that takes into account each separately certified facility's unique circumstances, patient populations, and services offered.
- 3) Demonstrate that each separately certified facility is capable of actively using the unified and integrated emergency preparedness program and is in compliance.
- 4) Include a unified and integrated emergency plan that meets the requirements of paragraphs (a)(2), (3), and (4) of this section. The unified and integrated emergency plan must also be based on and include the following:
  - i. A documented community-based risk assessment, utilizing an all-hazards approach.
  - ii. A documented individual facility-based risk assessment for each separately certified facility within the health system, utilizing an all-hazards approach.
  - iii. Include integrated policies and procedures that meet the requirements set forth in paragraph (b) of this section, a coordinated communication plan and training and testing programs that meet the requirements of paragraphs (c) and (d) of this section, respectively.

**F. The CMHC must develop and maintain a Resilience and Emotional Support Team (REST) capable of responding to local acute crisis and regional disasters. The Resilience and Emotional Support Team is a personnel-only resource. These teams provide resources and deliver psychological support to individuals impacted by an incident and/or crisis; this may include survivors, first responders,**

**and/or others as identified by the requesting jurisdiction The team must be capable of the following:**

- 1) A documented disaster cycle plan for scalable activation and deactivation of the Resilience and Emotional Support Team in which teams may be comprised of existing crisis service teams (i.e. ACT, LOSS, CIT, etc.)
- 2) Primarily provides the following:
  - i. Psychological first-aid
  - ii. Psychological Simple Triage And Rapid Treatment (Victim and Responder)
  - iii. Anticipate. Plan, Deter Responder Resilience training and support
  - iv. Referral of impacted individuals to local resources for ongoing psychiatric or psychological treatment
  - v. Stress management and support,
  - vi. Early evidence-based psychological intervention
  - vii. Emotional and spiritual care
  - viii. Engagement with the local emergency managers, public safety, and public health officials.
  - ix. Communicate directly with the Division of Mental Health and Addiction about activities.
  - x. Produce After Action Reports (AAR) after every deployment
  - xi. Provide mental health based just-in-time trainings to expand force capacity and community agency
- 3) The following trainings are required and records must be maintained internally:
  - i. IS-700.A: National Incident Management System (NIMS) – FEMA
  - ii. IS-100.B: Introduction to Incident Command System, ICS-100 – FEMA
  - iii. IS-200.B: ICS for Single Resources and Initial Action Incidents – FEMA
  - iv. E300: ICS 300: Intermediate ICS for Expanding Incidents – FEMA
  - v. IS-662: Improving Preparedness and Resilience through Public-Private Partnerships – FEMA
  - vi. Division of Mental Health and Addition Disaster Cycle and All-Hazard Resilience and Emotional Support Team Training

**Electronic Approval History**

	<b>User ID</b>	<b>Approver Name</b>	<b>Datetime</b>	<b>Description</b>
1	P239151	Bowling,Paul	01/22/2019 2:20:58PM	Agency Fiscal Approval
2	T278748	Glickman,Tammera	01/23/2019 12:06:06PM	IDOA Legal Approval
3	L339901	Bartlett,Liza	01/29/2019 11:48:43AM	SBA Approval
4	Z220413	Jackson,Zachary Q	01/31/2019 12:31:58PM	SBA Approval
5	A233897	Davidson,Alice A	01/31/2019 12:36:09PM	Attorney General Approval
6	S306218	Mullaney,Stephanie Jude	02/06/2019 9:36:34AM	Attorney General Approval