

07 S C 199049

STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH

RECEIVED
JUN 20 2007
MENTAL HEALTH

Grant Agreement
Between

Western Interstate Commission for
Higher Education
PO Box 9752
Boulder, CO 80301

State of South Dakota
Department of Human Services
Division of Mental Health
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5070

Referred to as Grantee

Referred to as State

1. The Grantee's social security or employer identification number is [REDACTED]
2. This is an agreement for an award of (Federal) and/or (State) financial assistance to a subrecipient.

This grant is made for the purpose of

Amount provided by Grantor is	\$125,000.00.
Amount matched by Grantee	.
Total Grant Amount	.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	\$125,000.00.
Federal ()	.
(CFDA # _____)	.

3. PERIOD OF PERFORMANCE:

This agreement shall be effective as of May 1, 2007 and shall end on May 31, 2008, unless sooner terminated pursuant to the terms hereof.

4. PROVISIONS:

a. The Grantee agrees to:

1. See Attachment 1

b. The State agrees to:

1. Permit the Grantee a line item budget flex of ten percent. The aggregate of any and all budget flexes will not exceed ten percent of the total Grant amount as specified in Section 2 above. This line item flex does not include the category of administrative/overhead.

5. PROPERTY MANAGEMENT STANDARDS:

The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

6. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Human Services rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

7. LICENSING AND STANDARD COMPLIANCE:

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

8. ASSURANCE REQUIREMENTS:

The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and Deficit Reduction Act of 2005.

9. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit,

the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

10. AUDIT REQUIREMENTS:

If the total of all Department of Human Service funding is greater than \$500,000 during the Provider's fiscal year, the Provider agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Human Services
 Provider Reimbursements and Grants
 3800 East Highway 34
 c/o 500 East Capitol
 Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, a cost report as outlined by the Department of Human Services to include Schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$500,000 or more have been received by the Provider the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
 A-133 Coordinator
 427 South Chapelle
 % 500 East Capitol
 Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Provider assures resolution of all interim audit findings. The provider shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

11. COST PRINCIPLES:

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), or A-122 (Cost Principles for Non-Profit Institutions).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this

Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Grantee shall procure and maintain workers' compensation and employer' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.00.

22. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

23. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Jenny Shaw 6/19/07
 Grantee Signature Date

Amy Iversen-Pollreisz 6-18-07
 State - DHS Division Director Date

Paul J. Hue 6/18/2007
 State - DHS Office of Budget & Finance Date

Jenny Shaw 6/18/2007
 State - DHS Office of the Secretary Date

CONTRACT DESCRIPTION CODE: _____

State Agency Coding:-

CFDA #: _____

Company	<u>1000</u>	_____	_____
Account	<u>52C607070</u>	_____	_____
Center Req	<u>198127</u>	_____	_____
Center User	_____	_____	_____
Dollar Total	<u>\$125,000.00</u>	_____	_____
SVC PO Code	_____	_____	_____

DHS Program Contact Person Amy Iversen-Pollreisz
 Phone 605-773-5991

DHS Fiscal Contact Person Chris Ott
 Phone (605)773-5990

Grantee Program Contact Person Mimi McFaul
 Phone 303-541-0288

Grantee Fiscal Contact Person Jenny Shaw
 Phone 303-541-0311

The South Dakota Department of Human Services (DHS), Division of Mental Health, in collaboration with multiple state agencies, including the Departments of Social Services, Education, Corrections, and the Unified Judicial System, seek to promote a community-based, integrated system of care for children and families in South Dakota. These agencies have come together within what is called the "System of Care Steering Committee" (Steering Committee). One goal of this collaboration is to build state and community partnerships that focus accountability and resources to achieve positive outcomes for youth with serious emotional disturbances and their families, including youth and families with co-occurring substance use disorders, who are highly prevalent in our service system.

The Steering Committee has undertaken this *Center of Excellence Development for an Integrated System of Care for Children and Families Project (COEP)* to improve systems of care for children and their families throughout the state. In a recent legislative Children's Mental Health Task Force Report that outlines the need for such an initiative, the report noted the South Dakota service system for children with serious emotional disturbances, substance abuse problems, behavioral disorders or chemical dependence is fragmented. The services available vary dramatically from region to region and insufficient resources are available within the State of South Dakota to meet the needs of these children and their families.

The purpose of this project is to organize an effective model to support local children's system development, program co-occurring capability and wraparound development, and clinical competency knowledge/skill transfer across the multiple Community Mental Health Centers (CMHCs) and allied child & family agencies in South Dakota. In order to accomplish this, it is proposed that the Steering Committee shall establish one or more Centers of Excellence in partnership with one or more CMHCs and their partner agencies. While the primary initial task of the selected Center(s) of Excellence will be to adopt and operate an effective system of care model program for SED youth and their families, a secondary task will be to prepare the Center(s) to serve as effective training sites for others across the state.

The COEP will seek to establish one or more Centers of Excellence that is a collaborative venture among child and family-serving agencies and organizations in a selected community(s) to demonstrate and disseminate best practices in building, administering, delivering, evaluating and sustaining an effective system of care for children with serious emotional disturbances and their families, including those with co-occurring disorders. This project is consistent with the vision outlined in the South Dakota Children's Mental Health Task Force Report and with the South Dakota Co-occurring Disorder Policy Academy Plan, and the subsequent CCISC Charter Document.

Funding to promote effective treatment and support of children with SED and their families is very limited. Consequently, it is our goal as a system to demonstrate our capacity to use our scarce resources effectively to support integrated strength based community based wraparound services within each behavioral health funding stream and to organize multi agency collaborative interventions that help each agency to provide well coordinated, non-duplicative services. Further, within our scarce resources, we need

to maximize the ability of the Steering Committee to support agency and community performance improvement processes that promote incremental progress toward improvement in care, and to effectively extend and tailor technical assistance, education, training, and evaluation resources to its widely dispersed provider community. Multiple studies have consistently shown the typical one-time conference/workshop didactic training modality is not effective in promoting adoption of new clinical or administrative skills. Key features of effective clinical training are that it is embedded in agency level practice improvement strategies that reinforce the use of new learning, and that it is connected to on site on the job competency development that is designed and conducted according to adult learning principles—learning is interactive, relevant, practical and

- Uses **behavior modeling**,
- Is **competency-based**,

Behavior modeling is based on the social learning theory which states that when conditions are ideal, a person learns most rapidly and effectively from watching someone perform (model) a skill or activity. This is a central concept of competency-based training. This involves the clinical trainer(s) clearly demonstrating the skill or activity so that participants have a clear picture of the performance expected of them.

Competency-based training (CBT) is learning by doing. It focuses on the specific knowledge, attitudes and skills needed to carry out a procedure or activity. How the participant performs (i.e., a combination of knowledge, attitudes and, most important, skills) is emphasized rather than just what information the participant has acquired. Moreover, CBT requires that the clinical trainer(s) facilitate, guide and encourage learning rather than serve in the more traditional role of instructor or lecturer. Competency in the new skill or activity is assessed objectively by evaluating overall performance.

The Center(s) of Excellence CMHC will engage in the same activities as other CMHCs but will be provided additional resources to perform the following functions:

- Infrastructure support for engagement of other agencies in system development
- Staff time to provide training and mentoring to other CMHCs and key provider agencies
- Resources for evaluation and data collection
- Resources to organize meetings, provide materials, etc, to other CMHCs and to organize meetings of child/family focused change agents, trainers, and/or champions.

Each Center of Excellence CMHC effectively models the process of improving practices in accordance with the evidence based strategies of an effective Children's System of Care Model and also develops the skills among several of the CMHC staff and allied partners to effectively function as change agents and trainers. Once established, the Center(s) of Excellence in Children's Systems of Care for South Dakota would serve as

magnet learning centers for other developing System of Care programs across the State. The Center(s) of Excellence would facilitate the ability of champions and change agent trainers from other CMHCs and agencies to engage in training and development activities that are grounded in the adult educational and knowledge transfer principles outlined above. The Center(s) of Excellence would be established through a multiple phased implementation process supported by the Division and its partners.

Funding for Year One of the phased implementation process would support activities described above and would include:

- 1) **Project Coordination, Facilitation, and Local Planning** with all agencies identified as part of the system of care. This will include planning for how the system of care will operate, how agencies will provide integrated care, how services will be incorporated into a single plan, etc. This will include direct assistance regarding the development and implementation of the system of care utilizing a community-readiness assessment and center development plan. It will also include assistance with developing the infrastructure necessary to adequately support the system of care. Cost estimate: \$35,000
- 2) **In-depth Training**
Focused training on Children's System of Care to include multiple aspects needed within a SoC model, for example wraparound development and the delivery of evidence-based treatments. Trainings would include behavior modeling and competency-based training, provided on-site at the COE, over the course of the year. Effective service delivery would also include: the delivery of effective clinical interventions, which as research has demonstrated, produce positive child and family outcomes; development of empathic, hopeful, integrated, strength-based relationships with youth and families; provision of care management services for each child/family; presence of a strong family and youth voice in all aspects of governance of the system of care, service delivery, and evaluation; and promotion of cultural and linguistic competence and responsiveness by individual service providers and agencies to ensure the support and well-being of children and their families. Due to the extensive nature of this training, resources would not only be used to bring in various trainers but also to cover staff time associated with attending training. In addition, tuition for at least one staff to complete the University of South Florida's distance learning graduate certificate program in system's of care for children's mental health. This area also includes training and assistance to families to help them organize and have a voice within system of care development, as this is an important piece within an effective system of care. Cost estimate: \$75,000
- 3) **Evaluation and Data Collection**
This will consist of developing the capacity for evaluation across the multiple agencies/systems involved in the COE. It may include things such as developing the structures needed to provide for the provision of feedback when and where it

is needed and structures that provide information on system performance to stakeholders. This will also include enhancing local management information systems to enable the COE to coordinate multi-system care effectively. Cost estimate: \$15,000

Total cost: \$125,000