

Second Amendment to the Eastern Iowa MHDS Regional Contract

This Amendment to Contract Number MHDS 22-016 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Eastern Iowa MHDS Region (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2023, through June 30, 2024.

Revision 2. Section 1.1. Special Terms Definitions, is hereby deleted and replaced as follows:

“Agency” means the Iowa Department of Health and Human Services.

“Corrective Action Plan” or “CAP” means a formal documented action to address substandard performance of a Region by requiring development of a step-by-step plan of action to achieve targeted outcomes for resolution of identified issues in an effort to achieve measurable improvement in performance.

“Independently Verified” means verification or assessment of a service by an individual or individuals who are independent and objective of said service and who have experience and training in the gathering of information necessary to conduct such assessments.

“Evidence Based Practices” means using interventions that have been rigorously tested, have yielded consistent, replicable results, and have proven safe, beneficial and effective and have established standards for fidelity of the practice.

“Justice System Involved Individuals” means individuals with behavioral health needs who have involvement with the criminal justice system including initial contact with law enforcement, arrest, incarceration, or court involvement.

“MHDS Region” or “Region” or “Contractor” means a mental health and disability service region that operates as the ‘regional administrator’ or ‘regional administrative entity’ as defined in administrative rule 441—25.11(331).

“Midyear Financial Report” means a report of the Region’s year-to-date revenues and expenditures as of December 31 of each fiscal year.

“Performance Improvement Plan” means a plan aimed at helping a Region improve its performance when issues have been identified by the Region or by the Agency, to analyze current practices and determine and implement the best organizational strategies to improve performance.

“Pre-arrest diversion” means a diversion whereby a person who has initial contact with the criminal justice system (typically with law enforcement or first responders) is not arrested but is instead connected to a behavioral health community provider or potentially given a civil citation.

“Pre-booking diversion” means programs and practices that can occur at any point in the criminal justice system before a person is booked into a facility and relies heavily on effective interactions between police and community mental health and substance use disorder treatment providers.

“Post-booking diversion” means programs that are used to identify and divert people who have behavioral health needs after they have been booked into jail. Post-booking diversion interventions are typically led by either the courts or jails.

“Primary Prevention” means programs that seek to prevent the development of mental health disorders through use of proactive measures to promote normal development and optimize positive mental health. This may include activities such as developmental programs, mental health or substance abuse educational programs, and promotion of healthy lifestyles.

“Quarterly Report” means a report completed by the MHDS Region detailing the availability of disability services to residents of the Region, provision of training activities, and efforts related to implementation of Evidence Based Practices.

“Regional Operational Guidance” means official guidance published by the Agency to provide clarification of statute or rules; direction; or other information pertinent to operation of MHDS Regions.

“Regional Service System Management Plan” means the plan developed pursuant to Iowa Code section 331.393 for the funding and administration of non-Medicaid-funded mental health and disability services and includes an annual service and budget plan, a policies and procedures manual, and an annual report.

“Secondary Prevention” means interventions that seek to identify risk factors or early signs of mental health disorders and to intervene before symptoms are present, thereby minimizing serious consequences. This may include programs such as screening provided in school or childcare settings, screening targeted to children with social risk factors, and making connections to early intervention resources.

Revision 3. Section 1.2 Contract Purpose, is deleted and replaced as follows:

To administer the regional mental health and disability services delivery system, and to measure performance of the MHDS Region. To allow MHDS Regions to develop and maintain a service delivery system focused on ensuring access to care; reducing disparity and improving equity; and maximizing value.

Revision 4. Section 1.3.1 Deliverables, is hereby deleted and replaced as follows:

The Contractor shall:

1.3.1.1 Fulfill all requirements for MHDS Regions as set forth in Iowa Code 331.388 through

331.399 and Iowa Administrative Code 441—Chapter 25, including:

- a. Provision of access to all core services under Iowa Code section 331.397 and 331.397A;
- b. Provision of access to all additional core services under Iowa Code section 331.397 and 331.397A when public funds are made available for such services;
- c. Submission of a Regional Service System Management Plan to the Agency who will approve, deny, or consult with the Region to revise the plan;
- d. Submission of any amendments to the Regional Service System Management Plan to the Agency who will approve, deny, or consult with the Region to revise the plan;
- e. Submission of any new or amended documents required under 331.392 including regional governance agreement and annual independent audit.
- f. Annual submission of the Region's data as required under 441—IAC—25.41.
- g. Utilize all federal government funding, including Medicaid funding, third-party payment sources, and other nongovernmental funding prior to using regional service payments;

1.3.1.2 The Region will work collaboratively with the Agency to develop a comprehensive, cross-systems strategy for interventions and services for Justice System Involved Individuals. The Region will participate in a joint Agency-MHDS Region justice system involved workgroup, to include the following actions to be performed by the region as part of a collective statewide effort :

- a. Conduct an environmental scan to identify gaps in screening, diversion, treatment, and support services for justice involved individuals and determine next steps to address these gaps.
- b. Collect information on current practices for screening of behavioral health needs in Justice System Involved Individuals;
- c. Collaborate with law enforcement and judicial system stakeholders to examine current models of diversion across systems. This may include:
 - (1) Pre-arrest diversion
 - (2) Pre-booking diversion
 - (3) Post-booking diversion
- d. Gather information to produce a baseline inventory of current treatment and support services and interventions designed for Justice System Involved Individuals, including but not limited to treatment in jail (including medications), mental health courts, specialized probation, and Forensic Assertive Community Treatment (FACT);
- e. Gather information to produce a baseline inventory of current availability of supports related to social factors contributing to justice system involvement, including substance abuse, poverty, homelessness, unemployment, and educational level;
- f. Develop and implement Outpatient Competency Restoration services according to standards and timelines set by the Agency.

1.3.1.3 Partner with the Agency to develop an accountable mental health and disability services system.

The Region will participate in a joint Agency-MHDS Region data analytics workgroup, to include the following actions to be performed by the region as part of a collective statewide effort

- a. Review data collected for crisis services including Mobile Crisis Response, Crisis Stabilization – Community Based Services, Crisis Stabilization – Residential Services, and Twenty-three

Hour Observation and Holding Services, to identify the degree to which system-wide outcome goals identified by the workgroup are being met; identify additional data needed to assess service system efficacy; and to make necessary changes to service delivery models to achieve the specified outcomes.

b. Standardize definitions, data elements, and processes for data collection for the following services:

- (1) Access Center intake assessment and screening;
- (2) Subacute Mental Health Services; and
- (3) Intensive Residential Service Homes.

c. For each service under 1.3.1.3(b):

- (1) Develop tools related to the system-wide outcome goals identified by the workgroup, that will allow evaluation of outcomes consistently across Regions;
- (2) Utilize common data systems and metrics to allow data validation and quality assurance processes;
- (3) Finalize standards for each service, facilitate changes to data systems, and adhere to a workgroup-approved plan for collecting data, by the target date of December 31, 2023; and
- (4) Utilize the standardized process to collect baseline data related to the system-wide outcome goals in accordance with the workgroup data collection plan.

1.3.1.4 Work with the Agency to expand upon the Prevention, Early Education, Early Intervention, and Education children's core service by promotion of Secondary Prevention practices, to include the following actions to be performed by the region as part of a collective statewide effort .

- a. Conduct an environmental scan to identify gaps in current Primary Prevention and Secondary Prevention activities and determine next steps to address these gaps;
- b. Collect information on current screening and surveillance practices related to children's behavioral health needs;
- c. Based on the results of the environmental scan, develop partnerships with community organizations to provide Secondary Prevention screening and interventions not already available within the region.

1.3.1.5 Partner with the Agency to improve service provision by promoting use of Evidence Based Practices (EBPs), to include the following actions to be performed by the region as part of a collective statewide effort.

- a. Collaborate with the Center of Excellence for Behavioral Health to promote training for behavioral health providers implementing EBPs within the region and to promote coordination, support, and scheduling of independently verified fidelity reviews completed by qualified individuals.
- b. Independently verified fidelity reviews in accordance with 441—IAC—25 shall be completed for all ACT and Permanent Supportive Housing programs operating in the region no later than June 30, 2024.

1.3.1.6 Partner with the Agency to evaluate the core operations, practical application, and cost structure for Service Coordination funded by Regions, to include the following actions to be performed by the region as part of a collective statewide effort.

- a. Conduct an environmental scan to identify different uses of service coordination provided through the Region, including populations served, and the scope of services;
- b. Collect information on current service coordination practices by the Region including interactions with other entities providing service coordination, care coordination, or case management.
- c. With the Agency, determine next steps to address any identified gaps, overlaps, or systemic issues.

1.3.1.7 Report administrative costs to the Agency annually for review using standardized definitions and procedures as set forth by the Agency in 441—IAC—25 and in Regional Operational Guidance documents. The Agency may determine a goal for a maximum per capita or maximum percentage of administrative costs for the Region based on analysis of administrative cost data.

1.3.1.8 Submit Quarterly Reports to the Agency on time using forms provided by the Agency.

1.3.1.9 Make a Midyear Financial Report available to the Agency in the format determined by the Agency by January 15th of each year.

1.3.1.10 Submit as applicable Incentive Funds Reports, Encumbered Funds Reports, and other service system and financial reporting to the Agency on time using forms provided by the Agency.

1.3.1.11 Submit evidence to demonstrate the Region's level of compliance with service access standards set forth in 441—IAC—25.

- a. Acceptable evidence for timeliness standards for Mobile Crisis Response, Crisis Stabilization – Community Based Services, Crisis Stabilization – Residential Services, and Twenty-three Hour Observation and Holding Services will be derived from data collected under 1.3.1.2.
- b. The Region will work with the Agency to determine acceptable evidence for all other timeliness and proximity access standards under 441—IAC—25.

Revision 5. Section 1.3.2 Performance Measures, is deleted and replaced as follows:

The MHDS Region shall meet the following benchmarks during the Contract period:

1.3.2.1 Quarterly Reports will be submitted timely 100% of the time. Reports will be due on the 15th day of the month following the end of the quarter. When the 15th day falls on a weekend or holiday, the report will be due on the next business day.

1.3.2.2 Quarterly Report submissions will be complete and accurate. Complete means that all required fields contain the requested information. Accurate means that the information provided can be documented or supported by the Region. If clarification is needed, the Region will respond to the Agency within the requested timeframe.

1.3.2.3 The Region will participate in 100% of the scheduled monthly meetings between the Agency and the Regional CEO collaborative.

- a. With the exception of meetings where the only attendance option is virtual, the CEO or their

designee must attend at least 50% of the meetings in person.

b. The CEO or designee must be present for the entire scheduled agenda unless prior arrangements have been made with the agency.

1.3.2.4 The Region will participate in 90% of the scheduled meetings of the data analytics workgroup steering committee. Any assigned work products will be completed by the assigned deadline.

1.3.2.5 The Region will participate in 90% of scheduled justice system involved workgroup meetings. Any assigned work products will be completed by the assigned deadline.

1.3.2.6 The Region will meet the access standards in 1.3.1.11 paragraph (a) at an overall level of 85%.

Revision 6. Section 1.3.3 Agency Responsibilities, is deleted and replaced as follows:

1.3.3.1 The Agency will participate in scheduled meetings of the data analytics workgroup.

1.3.3.2 The Agency will participate in scheduled meetings of the justice system involved workgroup.

1.3.3.3 The Agency will participate in scheduled monthly meetings between the Agency and the Regional CEO collaborative.

1.3.3.4 The Agency will provide the format and template for the Region's quarterly report.

1.3.3.5 The Agency will respond timely to requests for technical assistance from the MHDS Region.

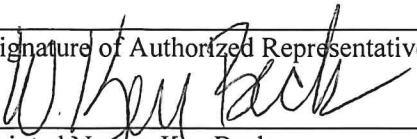
1.3.3.6 The Agency will review reports timely and subject to the Agency's discretion, will allow the Region adequate time to make corrections or clarifications.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Eastern Iowa MHDS Region		Agency, Iowa Department of Health and Human Services	
Signature of Authorized Representative: 	Date: 5/15/23	Signature of Authorized Representative:	Date:
Printed Name: Ken Beck		Printed Name: Marissa Eyanson	
Title: Chair, Governing Board		Title: Director, Division of Behavioral Health and Disability Services	

Iowa Department of Health and Human Services	
Signature of Authorized Representative:	Date:
Printed Name: Kelly Garcia	
Title: Director, Iowa Department of Health and Human Services	

