

STATE OF IOWA DEPARTMENT OF
Health AND **Human**
SERVICES

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL (RFP)

Iowa Certified Community Behavioral Health Clinic (CCBHC)
Demonstration Program
MHDS 24-009

[Updated inclusive of Amendment 1 and Amendment 2](#)

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RFP Purpose.

The Iowa Department of Health and Human Services (“The Agency”) seeks applications from accredited or licensed behavioral health providers to be certified by the Agency as a Certified Community Behavioral Health Clinic (CCBHC). The Agency intends to award a minimum of 2 awards and no more than one award in any given county to qualified applicants in accordance with eligibility criteria and thresholds defined in this RFP. The Agency intends to achieve statewide CCBHC coverage over the life of Iowa’s CCBHC Demonstration Program.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 7-month contract term with the potential to extend the contract for 5 additional 1-year extensions. The Agency will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

Eligible bidders must meet the following requirements:

- 1) Accreditation and Licensure-must meet a, b, or c:
 - a. Accredited through 441 Iowa Admin. Code Ch. 24 as a Community Mental Health Center (CMHC) or accredited through 441 Iowa Admin. Code Ch. 24 as a Mental Health Service Provider (MHSP); and licensed through 641 Iowa Admin. Code Ch. 155 as an outpatient substance use disorder provider (SUD); or
 - b. Accredited through 441 Iowa Admin. Code Ch. 24 as a CMHC or accredited through 441 Iowa Admin. Code Ch. 24 as a MHSP with a current pending application for licensure as an outpatient SUD provider through 641 Iowa Admin. Code Ch. 155; or
 - c. ~~Accredited~~-Licensed as an outpatient SUD provider through 641 Iowa Admin. Code Ch. 155 with a current pending application for accreditation as a CMHC or MHSP through 441 Iowa Admin. Code Ch. 24; ~~or~~ and
- 2) Non-profit organization, exempt from tax under Section 501(c)(3) of the United States Internal Revenue Code; ~~or~~
- 3) A tribal health organization, clinic, or health center operated under authority of the Indian Health Service (IHS), an Indian tribe, or tribal organization pursuant to a contract, grant, cooperative agreement, or compact with IHS under the Indian Self-Determination Act (PL 93-638).
- 4) Bidders, except those qualifying under paragraph 3, must hold at least one of the above Iowa licensures or accreditations for at least two years to be eligible to apply.

Service Area

Bidders must serve a service area that includes, at a minimum:

- 1) 3 counties; and
- 2) 12,000 Medicaid enrollees

High Need Counties

Preference will be given to applicants who propose to serve high need counties, as defined in Attachment G. More information about the scoring and weighting of high needs counties is provided in the scoring section of this RFP.

Community Partnerships

Bidders must demonstrate proven community partnerships with key stakeholders in the proposed service area. Bidders can demonstrate their compliance with this criteria through the provision of required letters of support, as outlined in Section 3.2.5.4 of the RFP.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	September 28, 2023
Agency Issues RFP to Bid Opportunities Website	September 30, 2023
Bidder Letter of Intent to Bid Due By	October 6, 2023 4:30 p.m.
Bidder Written Questions Due By	October 11, 2023 4:30 p.m.
Agency Responses to Questions Issued By	October 18, 2023
Bidder Proposals and any Amendments to Proposals Due By	November 3, 2023 1:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	December 5, 2023
Contract Negotiations and Execution of the Contract Completed	December 20, 2023
Anticipated Start Date for Contract Activities	December 20, 2023

Section I Background and Scope of Work

1.1 Background.

In March 2014, Congress passed the Protecting Access to Medicare Act (PAMA) of 2014 which the President signed into law on April 1, 2015 (P.L. 113-93, Section 223). Section 223 authorized the Department of Health and Human Services (HHS) to:

- 1) establish criteria used to certify clinics that will participate in a two year demonstration program;
- 2) provide guidance on the development of a Prospective Payment System for CCBHC services;
- 3) award grants to states for planning purposes and to develop proposals to participate in the demonstration program;
- 4) select up to eight states to participate in the demonstration; pay states participating in the demonstration program federal matching funds at established rates;
- 5) and evaluate the project and prepare annual reports to Congress.

The state of Iowa received a CCBHC planning grant in 2015 but was not selected for the first demonstration opportunity.

In 2022, under the Bipartisan Safer Communities Act (BSCA), funding was allocated to expand the number of states selected for the Demonstration Program. In December 2022, Iowa HHS submitted an application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for a CCBHC planning grant. Iowa HHS was one of 15 states awarded a one-year planning grant in March of 2023. The grant requires Iowa HHS to:

- 1) Solicit input for the development of a state CCBHC Demonstration program from consumers (including youth), family members, providers, tribes, and other key stakeholders.
- 2) Ensure the initial set of clinics identified by the state for participation in the demonstration is certified using the Certification Criteria and establish procedures and necessary infrastructure to ensure clinic compliance with Certification Criteria throughout the CCBHC Demonstration period.
- 3) Establish a Prospective Payment System (PPS) for behavioral health services furnished by a CCBHC in accordance with the PPS Methodology Guidelines developed by CMS.
- 4) Establish the capacity to provide behavioral health services that meet the Certification Criteria.
- 5) Develop or enhance data collection and reporting capacity and provide information necessary for HHS to evaluate proposals submitted by states to participate in the CCBHC Demonstration program.
- 6) Submit a Proposal to Participate in the CCBHC Demonstration Program.
- 7) If selected, agree to pay for services at the rate established under the PPS system during the CCBHC Demonstration program.

In compliance with the planning grant requirements, the Agency intends to award a minimum of 2 awards with no more than one award in any given county to qualified applicants in accordance with eligibility criteria and thresholds defined in this RFP. Following award, successful bidders must complete the Agency's process to be certified as a CCBHC. CCBHCs are required to serve individuals across the lifespan regardless of their ability to pay, the severity of their illness, or geographic location. If the Agency is a successful applicant for the CCBHC Demonstration Program, it is the Agency's intention to begin the Iowa CCBHC Demonstration Program on or about July 1, 2024.

1.2 RFP General Definitions.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

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

“Bid Proposal” or **“Proposal”** means the Bidder’s proposal submitted in response to the RFP.

“Bidder” means the entity that submits a Bid Proposal in response to this RFP.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

Definitions Specific to this RFP.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Access Center” is defined in Iowa Administrative Code 441.25.I and means the coordinated provision of intake assessment, screening for multi-occurring conditions, care coordination, crisis stabilization residential services, subacute mental health services, and substance abuse treatment for individuals experiencing a mental health or substance use crisis who do not need inpatient psychiatric hospital treatment, but who do need significant amounts of supports and services not available in other home-and community-based settings.

“American Rescue Plan Act” or **“ARPA Section 9813”** creates a state Medicaid option to provide community-based mobile crisis intervention services and set standards for mobile crisis intervention.

“Assertive community treatment” or **“ACT”** is defined in Iowa Administrative Code 441.25.I and means a program of comprehensive outpatient services consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration, provided in the community and directed toward the amelioration of symptoms and the rehabilitation of behavioral, functional, and social deficits of individuals with severe and persistent mental illness and individuals with complex symptomology who require multiple mental health and supportive services to live in the community

“ASAM Criteria”: The American Society for Addiction Medicine (ASAM) criteria inform adolescent and adult substance use disorder treatment plan development through a multidimensional patient assessment over five levels of treatment that are based on the degree of direct medical management provided, the structure, safety and security provided, and the intensity of treatment services provided.
(ASAM)

“Behavioral health” or **“BH”** refers to mental health and substance use disorders, life stressors and crises, and stress-related physical symptoms. Behavioral health care refers to the prevention, diagnosis, and treatment of those conditions. (AMA)

“Certified Community Behavioral Health Clinic” or “CCBHC” means a state-certified clinic designed to ensure access to coordinated comprehensive behavioral health care. CCBHCs are required to serve anyone who requests care for mental health or substance use, regardless of their ability to pay, place of residence, or age - including developmentally appropriate care for children and youth. CCBHCs must meet state and federal standards for the range of services required to be provided by CCBHCs.

“Centers for Medicaid and Medicare Services or “CMS” is the federal agency that provides health coverage through Medicare, Medicaid, the Children's Health Insurance Program, and the Health Insurance Marketplace.

“CCBHC Targeted Case Management” or “CCBHC Case Management” is defined as the following: CCBHC Case Management (Criteria 4.H - Targeted Case Management Services) is distinct and separate from the current service definition of Targeted Case Management as a billable service in Iowa Medicaid. For the purpose of this RFP, CCBHC Case Management is an intensive support beyond care coordination that assists people receiving service in sustaining recovery and gaining access to needed medical, social, legal, educational, housing, vocational and other services and supports. CCBHC Case Management includes support for people deemed at high risk of suicide or overdose, particularly during times of transition such as from higher levels of care. CCBHC Case Management should also be accessing during episodes of homelessness or transitions to community from jail or prison. CCBHC Case Management should be used for individuals with complex or serious mental health or substance use conditions and for individuals who have short-term need for support in a critical period, such as an acute episode or care transition.

“Community mental health center” or “CMHC” is defined in Iowa Administrative Code 441.24.50 and means an organization providing mental health services that is established pursuant to Iowa Code chapters 225C and 230A and accredited in accordance with Division III of this chapter (Iowa Administrative Code 441.24)

“Community Needs Assessment” or “CNA” is a systematic approach to identifying community needs and determining program capacity to address the needs of the population being served.

“Community Partners” are community or regional services, supports, and providers with whom the CCBHC coordinates through (1) formal, signed agreement detailing roles of each party or (2) unsigned joint protocols that describe procedures for working together and roles in care coordination.

“Co-Occurring Disorder or COD” means the coexistence of both a mental illness and a substance use disorder.

“Designated Collaborating Organization or DCO” means an entity that is not under the direct supervision of the CCBHC but is engaged in a formal relationship with the CCBHC and delivers services under the same requirements as the CCBHC. Payment for DCO services is included within the scope of the CCBHC PPS, and DCO encounters will be treated as CCBHC encounters for purposes of the PPS. The CCBHC maintains clinical responsibility for the services provided for CCBHC consumers by the DCO. To the extent that services are required that cannot be provided by either the CCBHC directly or by a DCO, referrals may be made to other providers or entities. The CCBHC retains responsibility for care coordination including services to which it refers consumers. Payment for those referred services is not through the PPS but is made through traditional mechanisms within Medicaid.

“Electronic Health Record” or “EHR” means an electronic version of a patient’s medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports.

“Evidence-based practices” or “EBP” is defined in Iowa Administrative Code 441.25.1 and 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.

“Family peer support specialist” (FPSS) means a parent, primary caregiver, foster parent or family member of an individual who has successfully completed standardized training to provide information, teach coping skills, provide emotional support and help parents become advocates. FPSS often help families navigate child serving systems and help them understand available options for their child. FPSSs may accompany parents to meetings to ensure parents’ voices are heard. They can assist families by modeling good communication skills and sharing their own experiences in a positive manner.

“Federally Qualified Health Center or “FQHC” means federally funded nonprofit health centers or clinics that serve medically underserved areas and populations. Federally qualified health centers provide primary care services regardless of ability to pay. Services are provided on a sliding scale fee based on ability to pay.

“Integrated Provider Network or IPN” is the statewide, community-based, resiliency- and recovery-oriented system of care for substance use and problem gambling services providing prevention, early intervention, treatment, and recovery support.

“Iowa Behavioral Health Reporting System” or “IBHRS” is a statewide behavioral health data reporting system.

“Functional Family Therapy” or “FFT” is an evidence-based intervention for youth and families. This strength-focused family counseling model is designed primarily for at-risk youth who have been referred by the juvenile justice, mental health, school, or child welfare systems. Services are short-term and conducted in both clinic and home settings, and can also be provided in schools, child welfare facilities, probation and parole systems, and mental health facilities. (FFTLLC)

“Medication-assisted treatment” or “MAT” is the medically monitored use of certain substance use disorder medications in combination with other treatment services. MAT is defined in Iowa Administrative Code 641.155.1.

“Mental Health and Disability Services or MHDS Region” operates as the ‘regional administrator’ or ‘regional administrative entity’ to ensure that the residents of have local access to needed mental health and disability services regardless of the location of their residence. MHDS Regions are defined in Iowa Code 225C.6B

“Mental health service provider” or “MHSP” is defined in Iowa Administrative Code 441.24.1 and means an organization whose services are established to specifically address mental health services to individuals or the administration of facilities in which these services are provided. Organizations included are:

1. Those contracting with a county board of supervisors to provide mental health services in lieu of that county’s affiliation with a community mental health center (Iowa Code chapter 230A).
 2. Those that may contract with a county board of supervisors for special services to the general public or special segments of the general public and that are not accredited by any other accrediting body.
- These standards do not apply to individual practitioners or partnerships of practitioners covered under Iowa’s professional licensure laws.

“Motivational Interviewing” or “MI” is an evidence-based person-centered counseling method for addressing the common problem of ambivalence about change.

Multidimensional Family Therapy or MDFT is an evidence-based, manualized, family-centered treatment and substance misuse prevention program for youths with substance use disorders and problem behaviors (such as aggression, truancy, and other mental comorbidities). The program is designed to address and reduce a range of youth behavior challenges, such as cannabis use and juvenile offending (Liddle et al., 2001).

“Multisystemic Family Therapy” or “MST” is an evidence-based intensive treatment process that focuses on diagnosed behavioral health disorders and on environmental systems (family, school, peer groups, culture, neighborhood and community) that contribute to, or influence an individual’s involvement, or potential involvement in the juvenile justice system.

“National Accrediting Body” means the following organizations: The Joint Commission, CARF, or Social Current.

“Opioid treatment program” or “OTP” is a substance use disorder treatment program or a substance use disorder and problem gambling treatment program licensed to provide opioid treatment services in accordance with Iowa Code section 125.21 and rules 641—155.2(125,135) and 641—155.35(125,135).

“Protecting Access to Medicare Act” or “PAMA” means Section 223 of the Protecting Access to Medicare Act. PAMA helps states establish certified community behavioral health clinics (CCBHCs). Section 223 creates and evaluates a two-year demonstration program for states to certify community behavioral health clinics. Certified clinics must meet specific criteria emphasizing high-quality care.

“Peer Recovery Coach” or “PRC” is an individual with lived experience of substance misuse who is living well in recovery. A Peer Recovery Coach uses their lived experience and recovery story to instill hope. They discuss recovery issues from a peer perspective and support other peers in reaching and maintaining their own personal recovery goals. In addition, a PRC may serve as an advocate, guide peers on accessing resources, and model competency in recovery and wellness. Peer Recovery Coaches promote skills for improving mental and physical wellbeing and increasing resiliency. They promote self-determination, recognize there are multiple pathways of recovery, and help peers become and stay engaged in their own recovery. (CCAR)

“Peer support services” is defined in Iowa Administrative Code 441.25.I and means a program provided by a peer support specialist including but not limited to education and information, individual advocacy, family support groups, crisis response, and respite to assist individuals in achieving stability in the community.

“Peer support specialist” is an individual who is personally living well in recovery from a serious mental illness who has completed training to best use their personal recovery story to instill hope. They assist individuals in reaching and maintaining their personal recovery goals. A PSS can serve as an advocate, provide information, help access community resources, and model competency in recovery and wellness. PSS promote skills for improving mental and physical wellbeing and increasing resiliency by promoting self-determination and supporting peers in maintaining relationships thus increasing life satisfaction.

“Prospective Payment System” or “PPS” means a cost-based, per clinic rate that applies uniformly to all CCBHC services rendered by a certified clinic, including those delivered by qualified satellite facilities established prior to April 1, 2014. In demonstration year one (DY1), the state uses cost and visit data from the demonstration planning phase, updated by the Medicare Economic Index (MEI) to create the rate for DY1. The DY1 rate will be updated again for DY2 by the MEI or by rebasing the PPS rate.

“Quality Bonus Payment” or “QBP” means an incentive payment available under the CCBHC Demonstration that is distributed based on program participants meeting benchmarks for a subset of required performance and outcome measures.

“SAMHSA CCBHC Certification Criteria” are an established a set of uniform standards that providers must meet to be a CCBHC published by SAMHSA 2015 and revised in March 2023. All references to the SAMHSA CCBHC Criteria refer to the criteria updated in March 2023 and located at this website:

<https://www.samhsa.gov/sites/default/files/ccbhc-criteria-2023.pdf>

“Screening, Brief Intervention, and Referral to Treatment” or “SBIRT” is a comprehensive, integrated, public health approach to the delivery of early intervention and treatment services for persons with substance use disorders, as well as those who are at risk of developing these disorders.

“Serious emotional disturbance” means a diagnosable mental, behavioral, or emotional disorder that (1) is of sufficient duration to meet diagnostic criteria for the disorder specified by the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association; and (2) has resulted in a functional impairment that substantially interferes with or limits a consumer’s role or functioning in family, school, or community activities.

“Serious emotional disturbance” as defined in Iowa Administrative Code 441.24.I does not include neurodevelopmental disorders, substance-related disorders, or conditions or problems classified in the current version of the DSM as “other conditions that may be a focus of clinical attention,” unless those conditions co-occur with another diagnosable serious emotional disturbance.

“Serious mental illness” or “SMI” means, for an adult, a persistent or chronic mental health, behavioral, or emotional disorder that (1) is specified within the most current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association or its most recent International Classification of Diseases, and (2) causes serious functional impairment and substantially interferes with or limits one or more major life activities, including functioning in the family, school, employment or community. “Serious mental illness” may co-occur with substance use disorder, developmental disabilities, neurodevelopmental disabilities or intellectual disabilities, but those diagnoses may not be the clinical focus for health home services.

“State-sanctioned crisis services provider” means a crisis provider accredited to provide crisis services through IAC Chapter 24, Division II.

“Substance Abuse and Mental Health Services Administration or “SAMHSA” is the federal agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health.

“Substance use disorder” is defined in Iowa Administrative Code 641.155.I and means a substance use disorder that results in a functional impairment of sufficient impact and duration to meet diagnostic criteria specified within the most current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association

“Supported employment” means an approach to helping individuals participate as much as possible in competitive work in integrated work settings that are consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals. Services are targeted for individuals with significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability including either individual or group supported employment, or both, consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

“Telehealth” or “Telemedicine” is the use of electronic information and telecommunications technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration. Technologies include videoconferencing, the Internet, store-and-forward imaging, streaming media, and terrestrial and wireless communications.

“Trauma-Focused Cognitive Behavioral Therapy or TF-CBT” is an evidence-based treatment for children and adolescents impacted by trauma and their parents or caregivers.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

Sections 1.3.1.1 through 1.3.1.4 - Bidders shall use Attachment F, Implementation Plan for their response to these sections.

1.3.1.1 The Contractor shall demonstrate capacity to meet all program requirements included in PAMA Section 223 Demonstration Program for Certified Community Behavioral Health Clinics, including:

- 1) Staffing
- 2) Availability and Accessibility of Services
- 3) Care Coordination
- 4) Scope of Services
- 5) Quality and Other Reporting
- 6) Organizational Authority and Governance

1.3.1.2 The Contractor shall provide or coordinate required services in a manner that is compliant with SAMHSA’s Published CCBHC Certification Criteria, Updated March 2023. This includes required screening and assessments, timely service provisions, and meaningful follow-up and care coordination.

1.3.1.3 The Contractor shall demonstrate the capacity to provide or coordinate the provision of the nine required CCBHC services, as defined by SAMHSA’s CCBHC Certification Criteria (March 2023) for the service area the Contractor identifies in its application. The nine required services are defined as:

- 1) Outpatient Mental Health & Substance Use Services
- 2) Person- & Family-centered Treatment Planning
- 3) Community-Based Mental Health Care for Veterans
- 4) Peer, Family Peer Support, Peer Counseling & Peer Recovery Coaching Services
- 5) CCBHC Case Management
- 6) Outpatient Primary Care Screening & Monitoring
- 7) Psychiatric Rehabilitation Services
- 8) Screening, Diagnosis & Risk Assessment
- 9) Crisis Services

1.3.1.4 Contractor shall provide or coordinate provision of all nine required CCBHC core services in a fashion that ensures that all services are accessible within 60 minutes or 60 miles (*whichever is less*) of a client’s home address. The following services have discrete access requirements:

- 1) Psychosocial Rehabilitation Access Standard: If a client’s scheduled appointment time for psychosocial rehabilitation is longer than 3 hours on any given day, the access standard is 60 minutes or 60 miles in urban areas and 90 minutes or 90 miles in rural areas.
- 2) Telehealth: Telehealth access alone does not satisfy the network adequacy requirement; however, telehealth can be offered when clinically appropriate as a choice in addition to accessible in-person services.

- 3) Crisis Services: Mobile crisis services must comply with timeliness and accessibility rules established under Section 9813 of the American Rescue Plan Act of 2021 (ARPA), which requires an in-person, community-based response in accordance with the following standards:
 - a. 1 hour in urban areas
 - b. 2 hours in rural areas
 - c. 3 hours in frontier areas (not applicable to Iowa geography)
- 4) Any non-mobile crisis services offered directly by the CCBHC must meet the same accessibility standards as other CCBHC core services, as specified above.

1.3.1.5 The Contractor may partner with a Designated Collaborating Organization (DCO) to coordinate the delivery of any of the nine required services as long as the CCBHC meets its requirement to provide 51% of behavioral health encounters across all services excluding crisis services. DCOs must be consistent with SAMHSA's Published CCBHC Certification Criteria, Updated March 2023. The Contractor shall provide both outpatient mental health and substance use treatment services directly but may use DCO providers to supplement service and access capacity. Per SAMHSA requirements, CCBHCs are responsible for establishing appropriate oversight, data sharing, and coordination codified through policies and procedures with their DCO partners.

1.3.1.6 The Contractor shall leverage existing State Sanctioned Crisis Provider as a DCO where the existing State Sanctioned Crisis Provider is compliant with Section 9813 of the American Rescue Plan Act of 2021 (ARPA). If the State Sanctioned Crisis Provider is not compliant with Section 9813 of ARPA, the Contractor must directly or through a DCO provide a comprehensive, compliant array of Crisis Services in accordance with Section 9813 and consistent with SAMHSA's Published CCBHC Certification Criteria, Updated March 2023.

1.3.1.7 The Contractor shall establish a Community Partnership with Opioid Treatment Programs (OTP) in the service area to ensure access to MAT for Methadone. The Contractor is expected to provide directly or coordinate with a DCO to provide other MAT services as part of its required scope of services for outpatient Mental Health & Substance Use Services.

1.3.1.8 The Contractor shall have policies and procedures that ensure that services are available to anyone seeking help for a mental health or substance use condition, regardless of their place of residence, ability to pay, illness severity, disability status or age. This includes any individual with a mental or substance use disorder who seeks care, including those with serious mental illness (SMI); substance use disorder (SUD) including opioid use disorder (OUD) and severe SUD; children and adolescents with serious emotional disturbance (SED); individuals with cooccurring mental and substance disorders (COD); and individuals experiencing a mental health or substance use-related crisis.

1.3.1.9 The Contractor shall engage and partner with behavioral health stakeholders in its service area consistent with SAMHSA's Published CCBHC Certification Criteria, Updated March 2023, and key Iowa behavioral health system partners, including but not limited to:

- 1) Integrated Provider Network providers (IPN)
- 2) Community Mental Health Centers (CMHCs)
- 3) Access Centers
- 4) Mental Health and Disability Services (MHDS) Regions
- 5) Crisis Service Providers
- 6) Integrated Health Homes (IHH)
- 7) Federally Qualified Health Centers (FQHCs)
- 8) Providers of inpatient psychiatric care
- 9) Providers of residential substance use treatment

1.3.1.10 The Contractor shall implement and maintain ongoing compliance and fidelity to Evidence Based Practices (EBPs) that address the unique needs of the individuals in their service area (as informed by the Contractor's CNA). The Contractor shall directly provide or partner to provide the following EBPs in their service area:

- 1) Assertive Community Treatment (ACT); and
- 2) Multi-Dimensional Family Therapy and/or Functional Family Therapy and/or Multi-Systemic Therapy; and
- 3) Motivational Interviewing; and
- 4) Trauma Focused Cognitive Behavioral Therapy (TF-CBT); and
- 5) SBIRT

1.3.1.11 The Contractor shall conduct a Community Needs Assessment (CNA), consistent with the required components and frequency outlined in SAMHSA's Published CCBHC Certification Criteria, Updated March 2023, which must be used to inform the CCBHC's service planning and delivery, outreach and engagement strategies, staffing, and interventions and (EBPs). The CNA shall be submitted to the Agency by January 3, 2024.

1.3.1.12 The Contractor shall demonstrate data collection, reporting, and sharing capabilities to facilitate meaningful care coordination, follow-up, and continuous quality improvement activities. The Contractor shall have the following data sharing and reporting capacities:

- Electronic Health Record (EHR) in compliance with Section 3.b.3 of Published CCBHC Certification Criteria, Updated March 2023
- Ability to submit required data to IBHRS
- Data sharing capacity with key partners, including DCOs
- Ability to report on all required measures for the Demonstration Program and Quality Bonus Payment (QBP) program as identified in the CCBHC Certification Criteria March 2023.

1.3.1.13 The Contractor shall participate in all required certification activities, including but not limited to:

- 1) CCBHC Criteria Assessment by a National Accrediting Body
- 2) Cost Report and Supporting Material Submission to Support PPS Rate Development
- 3) Submission of any requested documents or materials
- 4) Agency-mandated technical assistance
- 5) Participation in on-site and virtual visits conducted by Agency reviewers/auditors

1.3.1.14 The Contractor shall submit a monthly report to the Agency reporting on progress on contract deliverables by the 15th of the month following the month being reported on.

1.3.2 Performance Measures.

1.3.2.1 The Contractor shall submit a community needs assessment to the Agency by January 3, 2024

1.3.2.2 The Contractor shall complete a CCBHC certification review with a National Accrediting Body by February 1, 2024.

1.3.2.3 The Contractor shall submit a cost report and supporting documentation to the Agency by February 1, 2024.

1.3.2.4 The Contractor shall demonstrate ability to upload required client data to IBHRS by March 1, 2024.

1.3.2.5 The Contractor shall meet Iowa CCBHC certification requirements established by the Agency by July 1, 2024.

1.3.3 Agency Responsibilities.

1.3.3.1 Provide training and technical assistance to the Contractor on topics including, but not limited to:

- 1) CCBHC criteria,
- 2) prospective payment system and cost reporting
- 3) cultural competency
- 4) use of the IBHRS system

5) crisis services.

1.3.3.2 Complete the CCBHC certification process with the Contractor

1.3.4 Contract Payment Methodology.

Payment will be made for Contractor expenses for approved national certification activities up to a maximum of \$20,000. Payment will be based on achievement of performance measure 2, completion of a CCBHC certification review by a National Accrediting Body.

Contractor’s reimbursement for CCBHC direct services via Medicaid prospective payment system (PPS) is applicable only to identified Medicaid- reimbursable CCBHC services, provided to Medicaid members during a Medicaid Demonstration program period. Medicaid reimbursement for CCBHC services is contingent on the Agency being awarded a Medicaid Demonstration Program by the US Department of Health and Human Services (HHS). The Agency anticipates award notification from SAMHSA in June 2024. If awarded, Iowa’s CCBHC Medicaid Demonstration Program is projected to run from July 1, 2024, to June 30, 2028.

Reimbursement for Medicaid-eligible members shall be calculated using the PPS-3 methodology, contingent on final guidance from CMS. Contractor certification by the Agency is required to receive Medicaid reimbursement for CCBHC services. A Contractor’s non-compliance with Agency certification requirements could result in decertification of the Contractor as a CCBHC.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Gloria Symons
Lucas State Office Building
321 E. 12th Street
Des Moines, IA 50319
Phone: 515-201-1040
gsymons@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Online Resources.

Resources related to this RFP are available at the following website: <http://bidopportunities.iowa.gov/>

Websites and resources referenced in the RFP are listed below:

- 1) Community Needs Assessment <https://hhs.iowa.gov/cha-chip/assessments-and-plans>
- 2) CCBHC Certification Criteria, March 2023 <https://www.samhsa.gov/sites/default/files/ccbhc-criteria-2023.pdf>
- 3) CCBHC Cost Report Guidance- https://www.hhs.gov/guidance/sites/default/files/hhs-guidance-documents/ccbhc-cost-report-instruction_13.pdf
- 4) CCBHC Cost Report Template- [Section 223 Demonstration Program to Improve Community Mental Health Services | Medicaid](https://www.samhsa.gov/section-223-demonstration-program-to-improve-community-mental-health-services-medicaid)
- 5) PAMA Section 223 <https://www.samhsa.gov/certified-community-behavioral-health-clinics/section-223>
- 6) ARPA Section 9813 <https://www.medicaid.gov/sites/default/files/2021-12/sho21008.pdf>
- 7) 441 Iowa Administrative Code Chapter 24 <https://www.legis.iowa.gov/docs/iac/chapter/441.24.pdf>
- 8) 641 Iowa Administrative Code Chapter 155 <https://www.legis.iowa.gov/docs/iac/chapter/641.155.pdf>
- 9) HHS CCBHC webpage located at <http://dhs.iowa.gov/mhds/mental-health/ccbhc>

2.5 Intent to Bid.

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency’s written responses

to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. Rather, Bid Proposals are to be mailed through the postal service or shipping service.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the RFP for the submission of the original Bid Proposal.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.11 Costs of Preparing the Bid Proposal.

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Bidder.

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 Review of Bid Proposals.

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).

- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential or makes excessive claims for confidential treatment, (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

2.16 Reference Checks.

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and subcontractors providing services under the resulting contract.

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Health and Human Services
Lucas State Office Building
321 E 12th Street
Des Moines, Iowa 50319-0075
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Bidder and the Agency.

2.28 Choice of Law and Forum.

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Exclusivity.

Any contract resulting from this RFP shall not be an exclusive contract.

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Page Limit	Pages included in Proposal Tab 3 not including attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 50 pages. See Section 3.2 for further information about Tab 3 Attachments.
Pagination	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
Bid Proposal General Composition	<ul style="list-style-type: none"> • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original."
Number of Hard Copies	Submit one (1) original hard copy of the Technical Proposal. The original hard copy must contain either original "wet" signatures, certified digital signatures, or a combination of original "wet" and certified digital signatures.
USB Flash Drive	<ul style="list-style-type: none"> • If mailed, The Technical Proposal must be provided on a USB flash drive. Bidders shall submit one flash drive, each with a copy identical to the content of the original hard copy of the Technical Proposal. • If emailed, The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents • EMAIL PROPOSALS ARE PREFERRED

Request for	Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:
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Subject	Specifications
Confidential Treatment	<ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Exceptions to RFP/Contract Language	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder's Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder's Approach to Meeting Deliverables.

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

Information Bidders Must Submit That is Specific to This RFP.

The Agency is requesting the following information in addition to the contents immediately above. Enter additional Section 3 info.

3.2.4 Information to Include Behind Tab 4: Bidder's Experience.

3.2.4.1 Level of technical experience in providing the types of services sought by the RFP.

3.2.4.2 Description of all services similar to those sought by this RFP that the Bidder has provided to the Agency and other businesses or governmental entities within the last twenty-four (24) months.

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;

- D. General description of the scope of work;
- E. Start and end dates of contract for services as originally entered into between the parties;
- F. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- G. Contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
- K. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- L. Contact information for the client's project manager including address, telephone number, and email address.

3.2.4.3 Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

3.2.4.4 Description of experience managing subcontractors, if the Bidder proposes to use subcontractors.

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization and Organizational Capacity

Illustrate the lines of authority in two tables:

- 1) One showing overall operations
- 2) One showing staff who will provide services under the RFP

Provide the following information about the Bidder's organization:

- 3) Current service delivery sites, including site addresses
- 4) Current scope of mental health and substance use disorder services and supports available to adults and children including how it currently serves individuals with:
 - a. SMI, including use of long acting psychotropic injectables
 - b. serious SUD, including OUD and use of MAT
 - c. SED
 - d. COD
- 5) Current Evidence-Based Practices (EBPs), including how staff are trained in EBPs, and how the organization monitors and maintains fidelity to EBPs.
- 6) Current continuous quality improvement processes and how data is used to improve program outcomes.
- 7) Current system for data collection and reporting, including current EHR functionality and experience with IBHRS.
- 8) Experience with cost reporting. In lieu of experience with cost reporting, please describe current fiscal and accounting practices that support revenue and expense forecasting.
- 9) Engagement of Bidder's governing board in CCBHC planning activities.

3.2.5.2 Proposed Service Area

The bidder shall provide the following information:

- 1) Each bidder shall identify its intended service area(s). The service area must meet CCBHC eligibility criteria (see above). The bidder shall identify:
 - a. The counties it proposes to serve
 - b. Total Medicaid enrollees in the proposed service area as identified in Attachment G.
 - c. Counties identified as high need by the Agency in Attachment G.
- 2) Each bidder must identify their proposed CCBHC service delivery sites (including DCO sites) and addresses, consistent with network adequacy standards defined in Section 1.3.1.4. Scope of Services.
- 3) Each bidder must identify availability of services at each site.

3.2.5.3 Service Area Needs

The bidder shall provide a summary of the behavioral health strengths and needs of their proposed service area. The summary shall include for the bidder's proposed service area:

- 1) the demographic composition
- 2) the population of focus living in the area, including:
 - a. Individuals with SMI
 - b. Individuals with SED
 - c. Individuals with SUD
 - d. Pregnant and parenting women with SUD concerns
 - e. Veterans
 - f. Youth with depression and SUD concerns
 - g. Black, Indigenous, and People of Color (BIPOC) and other underrepresented populations
- 3) how input was gathered from individuals with lived experience and persons residing in the proposed service area in assessing the behavioral health strengths and needs of the proposed service area

3.2.5.4 Community Collaboration and Support.

Each bidder shall include as attachment to this application a demonstration of support from Key Community Partners. This demonstration of support may include letters of support, letter of coordination, memorandum of understanding, or memorandum of agreement.

Key Community Partners shall be located within the bidder's proposed service area. If there is no applicable partner located in the service area, the bidder shall include demonstration of support from a Community Partner who serves or has capacity to serve residents of the proposed service area.

Key Community Partners include but are not limited to:

- 1) MHDS region(s)
- 2) IPN Provider
- 3) Crisis Service Provider(s), including Access Centers and Crisis Stabilization Providers
- 4) Hospital(s) with Inpatient Psychiatric Services for Adults
- 5) Hospital(s) with Inpatient Psychiatric Services for Children
- 6) Residential SUD Services for Adults
- 7) Residential SUD Services for Children
- 8) EBP Providers, including:
 - a. ACT Provider(s)
 - b. FFT, MST, or MDFT Provider(s)
- 4) Community Based Childrens' BH Provider(s)

5) FQHC(s)

3.2.5.5 Names and Credentials of Key Corporate Personnel.

- 1) Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- 2) Include names of the current board of directors, or names of all partners, as applicable.
- 3) Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP. The resumes should include: name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

3.2.5.6 Information About Project Manager and Key Project Personnel.

- 1) Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project on a monthly basis, if the Bidder is selected as the successful Bidder. Resumes should not include social security numbers.
- 2) Include the project manager's experience managing subcontractor staff if the Bidder proposes to use subcontractors.

3.2.5.7 Disclosures.

List any details of whether the Bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

3.2.6 Information to Include Behind Tab 6: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 6:

- 1) Release of Information Form-Attachment A
- 2) Primary Bidder Detail & Certification Form-Attachment B
- 3) Subcontractor Disclosure Form (one for each proposed subcontractor)-Attachment C
- 4) Certification and Disclosure Regarding Lobbying-Attachment E
- 5) Minority Impact Statement
- 6) Current State Licensures and Accreditations-Attachment H form and copies of licenses and accreditation certificates. If applicable: copy of any pending licensure application
- 7) Proof of nonprofit status
- 8) Current National Accreditations-Attachment I form and copies of accreditation certificates
- 9) Historic Volume and Encounter Data -Attachment J
- 10) Letters of Commitment from DCOs (if applicable)
- 11) Letters of Support from Community Partners

3.2.7 Reserved. (Financial Statements)

3.3 Cost Proposal.

The Agency is funding a maximum of \$20,000 per successful bidder to assist with costs of national accreditation. No cost proposal or budget is required to be submitted.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost to the Agency or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Scoring Guide.

Points will be assigned to each evaluation component as follows, unless otherwise designated:

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.
1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.
0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met.

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
Scope of Work-Section 1.3.1 to 1.3.13 and Implementation Plan	50	-----	200
Section 3.2.4.1 Level of Technical Expertise	20		80
Section 3.2.4.2 Description of Similar Services Provided	20		80
Section 3.2.4.3 Letters of Reference	10		40
Section 3.2.5.1 Tables of Organization/Organizational Capacity	30		120
Section 3.2.5.2 Proposed Service Area	25	-----	100
Section 3.2.5.3 Proposed Service Area Needs Assessment	25	-----	100
Section 3.2.5.4 Community Collaboration and Support	25	-----	100
Bonus Points for Service Area Composition (Bidders will receive the following additional points based on their proposed service area: <ul style="list-style-type: none"> • 1 point for each county served above the minimum threshold of 3 counties • 1 point for applicants whose service area includes more than 15,000 Medicaid enrollees • 2 points for each high need county included in the proposed service area) 	10		40

Total Points Possible for Technical Proposal-860

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to Marissa Eyanson, Director of Behavioral Health, for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Director shall consider the committee's recommendation when making the final decision but is not bound by the recommendation.

Attachment A: Release of Information

(Return this completed form behind Tab 6 of the Bid Proposal.)

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date _____

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

(Return this completed form behind Tab 6 of the Proposal. If a section does not apply, label it “not applicable”.)

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS #- Federal UEI	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Check Appropriate Box: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

Exceptions to RFP/Contract Language (See Section 3.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

PRIMARY BIDDER CERTIFICATIONS

I. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

- I.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- I.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- I.3 Bidder has received any amendments to this RFP issued by the Agency;
- I.4 No cost or pricing information has been included in the Bidder's Technical Proposal;
- I.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency's evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- I.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for each proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)

Primary Bidder (“Primary Bidder”):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Subcontractor Detail	
Subcontractor Legal Name (“Subcontractor”):	
“Doing Business As” names, assumed names, or other operating names:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Fax:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
Subcontractor’s Accounting Firm:	
If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:	
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	
General Scope of Work to be performed by this Subcontractor	
Detail the Subcontractor’s qualifications for performing this scope of work	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

Attachment D: Additional Certifications

(Do not return this page with the Bid Proposal.)

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person'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 employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person'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 employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
- a. take appropriate personnel action against such employee up to and including termination; or
 - b. require 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.

6. NON-DISCRIMINATION

The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

Attachment E: Certification and Disclosure Regarding Lobbying Attachment

(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder's proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

- 1) The bidder shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the bidder, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
- 2) The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 for each such failure.

I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

- The bidder is NOT including a disclosure form as referenced in this form’s instructions because the bidder is NOT required by law to do so.
- The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

Signature:	
Printed Name/Title:	
Date:	

Minority Impact Statement

(Return this executed behind Tab 6 of the Proposal.)

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant Project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

- The proposed grant Project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this Project.

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

- The proposed grant Project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this Project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- Women
- Persons with a Disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other

- The proposed grant Project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge: Name:

_____ Title: _____

Definitions

“Minority Persons,” as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability,” as defined in Iowa Code Section 15.102, subsection 5, paragraph “b,” subparagraph (1):

b. As used in this subsection:

(1) “Disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

“Disability” does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency,” as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other Agency or authority of the State of Iowa.

Attachments Specific To This RFP

Attachment F-Implementation Plan

Program Requirement/Required Services	Current Level of Adherence to Certification Criteria	Proposed Additional Activities to Meet Certification Criteria and Planned Implementation Timing
Program Requirement 1: Staffing		
Program Requirement 2: Availability and Accessibility of Services		
Program Requirement 3: Care Coordination		
Program Requirement 4: Scope of Services		
(i) Crisis mental health services, including 24-hour mobile crisis teams, emergency crisis intervention services, and crisis stabilization		
(ii) Screening, assessment, and diagnosis including risk assessment.		
(iii) Patient-centered treatment planning or similar processes, including risk assessment and crisis planning.		
(iv) Outpatient mental health and substance use services.		
(v) Outpatient clinic primary care screening and monitoring of key health indicators and health risk.		
(vi) Targeted case management.		
(vii) Psychiatric rehabilitation services.		
(viii) Peer support and counselor services and family supports.		
(ix) Intensive community-based mental health care for members of the armed forces and veterans.		
Program Requirement 5: Quality and Other Reporting		
Program Requirement 6: Organizational Authority, Governance and Accreditation		

Attachment G -Iowa CCBHC RFP, High Need Counties

County	Total Population US Census, 2017-2021	Total Medicaid Enrollment US Census, 2017-2021	Medicaid Penetration % of Population Enrolled in Medicaid US Census, 2017-2021	Drug Overdose Death Rate Ranked 2022 Iowa Data	Suicide Death Rate Ranked 2022 Iowa Data	Risk Score *	High Need*	Urban Counties = YES** *
Adair	7310	1581	22%	66	65	131	No	No
Adams	3644	748	21%	67	15	82	No	No
Allamakee	13848	3134	23%	68	81	149	No	No
Appanoose	12221	3335	27%	43	5	48	Yes	No
Audubon	5554	1397	25%	69	45	114	No	No
Benton	25442	4080	16%	45	27	72	No	Yes
Black Hawk	130275	29159	22%	25	59	84	No	No
Boone	26352	4535	17%	64	69	133	No	Yes
Bremer	24558	3317	14%	63	41	104	No	Yes
Buchanan	20407	3593	18%	61	60	121	No	No
Buena Vista	20470	5046	25%	70	76	146	No	No
Butler	14221	2444	17%	71	89	160	No	No
Calhoun	9286	2175	23%	34	11	45	Yes	No
Carroll	20478	4411	22%	60	58	118	No	No
Cass	12947	3163	24%	72	80	152	No	No
Cedar	18272	2991	16%	30	35	65	No	No
Cerro Gordo	42698	9353	22%	15	22	37	Yes	No
Cherokee	11298	2090	18%	73	21	94	No	No
Chickasaw	11905	1999	17%	74	24	98	No	No
Clarke	9608	2661	28%	33	73	106	No	No
Clay	16211	3655	23%	50	26	76	No	No
Clayton	16999	3566	21%	24	85	109	No	No
Clinton	46135	11168	24%	5	7	12	Yes	No
Crawford	16407	4087	25%	49	25	74	No	No
Dallas	96183	10780	11%	46	70	116	No	Yes
Davis	8973	1602	18%	28	71	99	No	No
Decatur	7619	1857	24%	2	90	92	No	No
Delaware	17369	2558	15%	27	30	57	Yes	No
Des Moines	38621	9572	25%	3	20	23	Yes	No
Dickinson	17386	2612	15%	54	52	106	No	No
Dubuque	97576	16154	17%	35	43	78	No	Yes
Emmet	9180	1996	22%	29	33	62	No	No

Certified Community Behavioral Health Clinic Demonstration

Fayette	19287	4642	24%	17	57	74	No	No
Floyd	15504	3217	21%	48	83	131	No	No
Franklin	9936	1666	17%	37	12	49	Yes	No
Fremont	6599	1455	22%	75	91	166	No	No
Greene	8737	1820	21%	76	3	79	No	No
Grundy	12204	1511	12%	16	6	22	Yes	Yes
Guthrie	10513	1866	18%	40	77	117	No	Yes
Hamilton	14876	3006	20%	7	40	47	Yes	No
Hancock	10694	1793	17%	77	14	91	No	No
Hardin	16504	3053	18%	78	13	91	No	No
Harrison	14379	2540	18%	79	64	143	No	Yes
Henry	19331	4348	22%	59	87	146	No	No
Howard	9298	1915	21%	80	37	117	No	No
Humboldt	9528	2025	21%	31	92	123	No	No
Ida	6878	1393	20%	81	93	174	No	No
Iowa	16362	2694	16%	82	44	126	No	No
Jackson	19324	3710	19%	83	39	122	No	No
Jasper	36099	7580	21%	56	8	64	No	No
Jefferson	15708	4285	27%	10	84	94	No	No
Johnson	150297	19530	13%	11	29	40	Yes	Yes
Jones	19585	4177	21%	62	1	63	No	Yes
Keokuk	9954	2602	26%	36	74	110	No	No
Kossuth	14629	3012	21%	84	94	178	No	No
Lee	32583	8242	25%	22	2	24	Yes	No
Linn	226809	39824	18%	12	61	73	No	Yes
Louisa	10777	2099	19%	85	78	163	No	No
Lucas	8560	2277	27%	26	28	54	Yes	No
Lyon	11815	1933	16%	86	54	140	No	No
Madison	16275	2275	14%	14	48	62	Yes	Yes
Mahaska	21910	4625	21%	19	79	98	No	No
Marion	33177	5938	18%	87	38	125	No	No
Marshall	38999	9557	25%	57	31	88	No	No
Mills	14363	2369	16%	47	63	110	No	Yes
Mitchell	10357	1916	18%	88	95	183	No	No
Monona	8573	2227	26%	23	96	119	No	No
Monroe	7481	1543	21%	89	19	108	No	No
Montgomery	10180	2516	25%	39	75	114	No	No
Muscatine	42552	9303	22%	65	68	133	No	No
O'Brien	13948	3275	23%	90	36	126	No	No
Osceola	6092	1137	19%	91	53	144	No	No
Page	14272	3530	25%	8	82	90	No	No
Palo Alto	8831	1822	21%	92	97	189	No	No
Plymouth	25281	3620	14%	44	56	100	No	No
Pocahontas	6976	1729	25%	93	62	155	No	No

Certified Community Behavioral Health Clinic Demonstration

Polk	483687	98011	20%	4	34	38	Yes	Yes
Pottawattamie	92674	20836	22%	6	9	15	Yes	Yes
Poweshiek	18401	2780	15%	55	18	73	No	No
Ringgold	4557	1115	24%	94	98	192	No	No
Sac	9687	2440	25%	32	72	104	No	No
Scott	172568	34902	20%	13	51	64	No	No
Shelby	11574	2249	19%	9	49	58	Yes	No
Sioux	35274	5099	14%	53	88	141	No	No
Story	97539	9251	9%	38	67	105	No	Yes
Tama	16744	3698	22%	51	46	97	No	No
Taylor	5853	1217	21%	95	50	145	No	No
Union	12087	2793	23%	1	4	5	Yes	No
Van Buren	7140	1753	25%	18	16	34	Yes	No
Wapello	35021	9346	27%	52	23	75	No	No
Warren	51374	7486	15%	41	66	107	No	Yes
Washington	22207	5181	23%	42	47	89	No	Yes
Wayne	6426	1767	27%	96	10	106	No	No
Webster	35319	8387	24%	20	32	52	Yes	No
Winnebago	10567	1852	18%	97	42	139	No	No
Winneshek	19891	2808	14%	58	86	144	No	No
Woodbury	104055	27783	27%	21	17	38	Yes	Yes
Worth	7364	1275	17%	98	99	197	No	No
Wright	12833	2824	22%	99	55	154	No	No

*Risk scores are calculated based on a composite score factoring Medicaid Penetration, Drug Overdose Rate, Suicide Death Rate

**High risk counties are defined as the top 20 counties according to composite risk

***U.S. Office of Management and Budget - Metropolitan County Definition

Attachment H

Current State Licensures and Accreditations

Licensure/Accreditation Type	Current or pending?	Date of Licensure – Initial and Expiration Date (If pending, please indicate submission date)

Attachment I
Current National Accreditations

Accreditation Type	Accreditor	Date of Current Accreditation	Date of Renewal

Attachment J
Historic Volume and Encounter Data

Service Type	Unduplicated Client Count (SFY2022)	
Mental Health, Ages >18	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	
Mental Health, Ages 19-65	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	
Mental Health, Ages 65+	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	
Substance Use Disorder, Ages >18	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	
Substance Use Disorder, 19-65	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	
Substance Use Disorder, 65+	Uninsured/Self-Pay	
	Medicaid	
	Medicare	
	Commercial	

Attachment: Sample Contract

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
MHDS 24-009	{To be completed when contract is drafted.}

Title of Contract
{To be completed when contract is drafted.}

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 E. 12 th St. Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: {To be completed when contract is drafted.}
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): {To be completed when contract is drafted.}	Agency Contract Owner (hereafter "Contract Owner") / Address: {To be completed when contract is drafted.}

Contractor: (hereafter "Contractor")	
Legal Name: {To be completed when contract is drafted.}	Contractor's Principal Address: {To be completed when contract is drafted.}
Tax ID #: {To be completed when contract is drafted.}	Organized under the laws of: {To be completed when contract is drafted.}
Contractor's Contract Manager Name/Address ("Notice Address"): {To be completed when contract is drafted.}	Contractor's Billing Contact Name/Address: {To be completed when contract is drafted.}

Contract Information	
Start Date: {To be completed when contract is drafted.}	End Date of Base Term of Contract: End Date of Contract: {To be completed when contract is drafted.}
Possible Extension(s): {To be completed when contract is drafted.}	
Contract Contingent on Approval of Another Agency: No	ISPO Number: ISPO-24-29
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

SECTION I: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

Provide training and technical assistance to the Contractor on topics including, but not limited to:

CCBHC criteria, prospective payment system and cost reporting, cultural competency, use of the IBHRS system, and crisis services.

..

Complete the CCBHC certification process with the provider

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
 - Onsite certification visits, review of certification materials, monitoring of IBHRS data entry, review of monthly reports.

1.3.4.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review semi-annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.4.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the

parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.4.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.5 Contract Payment Clause.

1.3.5.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

{To be completed when contract is drafted.}

1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted upon completion of the contracted services. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.5.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.5.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.5.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment or change order to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor’s submissions required in this section.

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

1.8.2 Contingent Terms for Service Contracts (“Section 3”). The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

<p>Contract Payments include Federal Funds? Yes {The items below will be completed if the Contract includes Federal Funds} The Contractor for federal reporting purposes under this Contract is a: {To be completed when contract is drafted.} Office of Child Support Enforcement (“OCSE”) Funded Percentage: {To be completed when contract is drafted.} Federal Funds Include Food and Nutrition Service (FNS) funds? {To be completed when contract is drafted.} DUNS #: {To be completed when contract is drafted.} The Name of the Pass-Through Entity: {To be completed when contract is drafted.} CFDA #: {To be completed when contract is drafted.} Grant Name: {To be completed when contract is drafted.} Federal Awarding Agency Name: {To be completed when contract is drafted.}</p>	
<p>Contractor a Business Associate? No</p>	<p>Contractor a Qualified Service Organization? No</p>
<p>Contractor subject to Iowa Code Chapter 8F? Unknown</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? Yes</p>

1.9 Additional Terms. The Contractor shall comply with the following:
 Reserved