

Minnesota Department of Human Services Community Supports Administration

Request for Proposals for Qualified Grantees to Develop and Expand Certified Community Behavioral Health Clinics in Minnesota

Date of Publication: December 16, 2019

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I. Introduction

A. Purpose of Request

The Minnesota Department of Human Services, through its **Community Supports Administration** (State), is seeking proposals from qualified responders to perform planning activities to develop and expand Certified Community Behavioral Health Clinics (CCBHCs) within the state.

B. Objective of this RFP

The objective of this RFP is to contract with a qualified responder(s) to perform the tasks set forth in this RFP. The term of any resulting contract is anticipated to be from April 1, 2020 until June 30, 2021.

Proposals must be submitted by 2:00 p.m. Central Time on January 31, 2020. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the responder. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

Interested responders are highly encouraged to submit any questions and an e-mailed letter of intent **by January 10, 2020**. Letters of intent are not required but will facilitate development of a more efficient and timely review process. Please e-mail letters of intent and questions regarding this RFP to Darrin.Helt@state.mn.us. State staff will provide answers to questions by e-mail as soon as possible to everyone who submits a letter of intent.

The total funding available is \$300,000 with individual grants expected to be approximately \$100,000 per contract. This RFP will use state funds from a legislative appropriation to establish a planning grant to accomplish the following objectives:

- Identify clinics that are most likely to become certified as CCBHCs;
- Provide a limited amount of temporary funding for planning, training, and quality enhancement activities that are required to comply with federal CCBHC criteria for up to three (3) expansion sites;
- Provide a comprehensive range of services and evidence-based practices for all age groups, with services being fully coordinated and integrated; and
- Enhance the state's ability to meet the federal priorities for CCBHC's.

C. Background

Via Minnesota Statutes, section 245.735, the 2015 Minnesota Legislature provided time-limited resources and authority to support planning and preparation for Minnesota to take part in a Federal demonstration project to test a new model providing and paying for integrated and coordinated mental health and substance use disorder treatment and services. Utilizing these resources, Minnesota applied for and received a Federal planning grant to allow the state to participate in the Federal demonstration project.

Under this demonstration project, states established community-based clinics, known as a Certified Community Behavioral Health Clinics (CCBHCs), which provide comprehensive and coordinated chemical and mental health services. Additionally, CCBHCs receive a daily, cost-based bundled payment rate for the services they provide and the state receives additional federal financial participation for these services.

As stated at the Federal website for Substance Abuse and Mental Health Services Administration (SAMHSA), "On April 1, 2014, the Protecting Access to Medicare Act of 2014 (H.R. 4302) was enacted. The law included Demonstration Programs to Improve Community Mental Health Services at Section 223 of the Act. The program requires: (1) the establishment and publication of criteria for clinics to be certified by a state as a certified

community behavioral health clinic (CCBHC) to participate in a demonstration program; (2) the issuance of guidance on the development of a Prospective Payment System (PPS) for testing during the demonstration program; and (3) the awarding of planning grants for the purpose of developing proposals to participate in a time-limited demonstration program. The overall goal is to evaluate demonstration programs in up to eight states that will establish CCBHCs according to specified criteria that will make them eligible for enhanced Medicaid funding through the PPS.”

Under this federal demonstration project, Minnesota was selected and certified six (6) CCBHCs throughout the state. Subsequently, an additional two (2) sites have been funded through SAMHSA for planning implementation activities to pursue certification as CCBHCs. These two (2) additional SAMHSA grant funded sites are eligible to respond to this CCBHC Expansion RFP.

The federal criteria (http://www.samhsa.gov/sites/default/files/programs_campaigns/ccbhc-criteria.pdf) require CCBHCs to provide a comprehensive set of services for both children and adults including screening, assessment and diagnosis, treatment planning, outpatient and rehabilitative mental health and substance use services, and peer and family supports. Although most services will be provided directly by the clinic, federal criteria allow for some services to be provided through an arrangement with other community providers to perform the full array of required service. This formal arrangement is referred to as a designated collaborating organization (DCO) agreement.

The development of Certified Behavioral Health Clinics is intended to encourage states and local communities to provide a comprehensive way to provide integrated services with a wide array of substance abuse and mental health services in one setting so that individuals can experience a seamless delivery of services. Likewise, developing a cost-based system allows long term sustainability of this integrated package of services. CCBHCs must coordinate care across the spectrum of health services, including helping clients access physical health care, as well as social services, housing, educational systems, and employment opportunities as necessary to facilitate wellness and recovery of the whole person. CCBHCs improve behavioral health care by advancing integration with physical health care, utilizing evidence-based practices on a more consistent basis, and promoting improved access to high quality care. Care coordination is the linchpin holding these aspects of CCBHC care together and ensuring CCBHC care is, indeed, an improvement over existing services.

As part of the federal demonstration project, a new prospective payment system (PPS) was established for CCBHC services in the state. This payment system offers a clinic-specific, cost-based, daily rate to cover all CCBHC services provided to a Medicaid-eligible person on a given day. A PPS creates an incentive for high-quality care by paying providers for coordinating activities and non-therapeutic supports that clinics either have not been providing or have been providing at a financial loss.

The PPS model also permits the state to use quality bonus payments to stimulate good care, a mechanism that the state has been using successfully with Medicaid managed care plans. CCBHCs must serve anyone who is eligible for the services provided and must provide sliding fee payment options for people who lack insurance and/or the ability to pay. CCBHCs must also serve members of the armed forces and military veterans.

More information regarding the federal requirements is available at www.samhsa.gov/section-223.

The 2019 Minnesota State legislature established CCBHC services as a regular Medical Assistance (MA) benefit. The legislation allows DHS to seek ongoing federal authority for CCBHCs through a state plan amendment, certify additional CCBHC sites and award grants for planning, staff training, and other quality improvements that are required to comply with federal CCBHC criteria for three expansion sites.

II. Scope of Work

A. Overview - Eligible Responders

This RFP is open to potential CCBHCs located anywhere in the state of Minnesota. Under federal law, only the following entities can become CCBHCs:

- A nonprofit organization.
- An entity that is part of a local government behavioral health authority.
- An entity 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 the IHS pursuant to the Indian Self-Determination Act.
- An entity that is an urban Indian organization pursuant to a grant or contract with the IHS under Title V of the Indian Health Care Improvement Act (PL 94-437).

Since entities operated under authority of the IHS already receive a federally determined cost-based encounter rate, Minnesota does not expect CCBHC applications from these entities. However, urban Indian organizations that do not currently receive a federal encounter rate may be interested, either as CCBHCs or as entities under contract with CCBHCs (designated collaborating organizations, or DCOs).

A private, for-profit clinic or organization cannot be a CCBHC, but it can enter into a formal agreement with a CCBHC and become a designated collaborating organization (DCO).

DCOs are eligible to respond to this RFP only as part of an application which is submitted by a potential CCBHC. In order to be certified and include the cost of the DCO in the CCBHC rate, the CCBHC will have to develop a formal, legal relationship with a DCO, such as a contract or other formal, legal arrangement, describing the parties' mutual intent and establishing accountability for services to be provided and funding to be sought and utilized. In order to be considered for this RFP, the CCBHC must include at least a letter of support from each potential DCO, indicating an agreement in principle between the CCBHC and the DCO to develop a formal contract or other arrangement which will meet CCBHC standards.

If the applicant entity is not a county agency, the response to this RFP must include evidence of an ongoing working relationship with the county human service agencies in the area to be served by the potential CCBHC. See additional information in "Proposal Contents" below.

B. Tasks - Deliverables

Applicants who are requesting approval for CCBHC Expansion funds will:

- 1) Agree to make a good faith effort and demonstrate capacity to comply with all applicable state and federal CCBHC requirements in order to apply for CCBHC certification by July 1, 2021.
- 2) Participate in technical assistance activities organized by the State and by federal agencies.
- 3) Make organizational changes, as needed, to support integration of mental health/substance use-related practices/activities and coordination of medical services that are consistent with the goals of the state and federal CCBHC legislation.
- 4) Work closely with the State and federal agencies to improve service quality and accessibility.
- 5) In preparation for a CCBHC certification application, agency will finalize a work plan with milestones and timelines in order to meet all the certification requirements as described in the [federal CCBHC criteria](#), including:
 - a) Develop a community needs assessment that includes:

- i) Cultural, linguistic and treatment needs of the target consumer population within the clinic's projected service area.
- ii) Engages stakeholders, including consumers and family members.
- iii) Includes planning for improvement in service quality and availability based on the needs assessment.
- b) Coordinate activities across agencies to ensure services are accessible and available.
- c) Demonstrate through a county letter of support that the behavioral health provider and the counties it serves have an ongoing relationship to facilitate access and continuity of care, especially for individuals who are uninsured or who may go on and off medical assistance.
- d) Improve ability to provide services to veterans, service members and their families
- e) Perform outreach and improve ability to provide services to underserved communities.
- f) Develop care coordination arrangements with external community providers.
- g) Provide or contract for all services required by state and federal CCBHC requirements.
- h) Establish Health Information Technology systems to conduct activities such as population health management, quality improvement, reducing disparities, and for research and outreach and that is certified to meet the "Patient List Creation" criterion (45 C.F.R. § 170.314(a)(14)) established by the Office of the National Coordinator (ONC) 4 for ONC's Health IT Certification Program. Collect, report, and track encounter, outcome, and quality data.
- i) Develop and invest in financial systems and workforce capacity to complete CCBHC cost reports.
- j) Incorporate meaningful participation by adult consumers with mental illness, adults recovering from substance use disorders, and family members of CCBHC consumers, either through fifty one (51) percent of the board being families, consumers or people in recovery from behavioral health conditions or other specifically described methods.

Grants may be used for expenditures which are essential for accomplishment of the above deliverables. **Capital expenditures are not allowable.** Examples of allowable expenditures:

- Staff or contractors to manage the process of achieving CCBHC certification, including creation of the community needs assessment, stakeholder engagement, tracking of compliance with certification criteria, development of contracts with DCOs, development of cost reports, planning for improvements in service quality and availability, arranging for staff training and other work that may be needed to achieve CCBHC certification.
- Arranging for meaningful input by consumers, persons in recovery, and family members.
- Costs to backfill regular clinic staffing, if existing staff are reassigned to work on CCBHC certification.
- Consultation and technical assistance from individuals or entities with specific knowledge and expertise in clinical, legal, technical, financial or other areas required for CCBHC certification such as assessing gaps in staffing and services, building partnerships and formal relationships, implementing evidence-based practices with fidelity, care coordination, performance measurement and reporting, continuous quality improvement processes, and implementing and optimizing health information technology infrastructure (telehealth, registries, or electronic health record functionality enabling users to electronically and dynamically select, sort, access, and create patient lists by a number of elements, electronic care coordination and billing systems, and electronic health records).
- Changes in electronic health records and other information systems to enable service coordination and tracking as required by state and federal CCBHC criteria.
- Staff recruitment to the extent that additional staff are needed to comply with CCBHC criteria.
- Data collection and reporting to meet the requirements of this grant and CCBHC criteria.
- Independent audit of the clinic's PPS cost report (unless this is provided directly by the state).
- State pre-approved staff travel which is necessary to accomplish the above tasks.
- Facilitation of cultural, procedural, and organizational changes that will result in the delivery of high quality, comprehensive, integrated, person- and family-centered, and evidence-based services that are accessible to the target population.
- Steps to improve the cultural diversity and responsiveness of their workforces.
- Recruitment and training of the workforce necessary to provide high quality services through CCBHCs.

- Develop strategies to prevent lapses in client’s health insurance and other benefits.

III. Proposal Format

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the proposal are at the responder’s risk and may, at the discretion of the State, result in disqualification of the proposal for nonresponsiveness. Acceptable proposals must agree to provide all deliverables identified in Section II - Scope of Work and agree to the contract conditions specified throughout the RFP. Emphasis should be on completeness and clarity of content. This proposal should not exceed 20 pages in length.

A. Required Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and uniquely identified.

1. Table of Contents

2. Proposal Requirements

- a. Executive Summary
- b. Description of the Applicant Agency
- c. Description of Target Population
- d. Project Goals and Objectives
- e. Project Work Plan
- f. Community Engagement and Inclusion
- g. Evaluation Plan
- h. Budget Proposal
- i. Professional Responsibility

4. Required Statements

- a. Responder Information and Declarations
- b. Exceptions to Terms and Conditions
- c. Affidavit of Noncollusion
- d. Trade Secret/Confidential Data Notification
- e. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
- f. Disclosure of Funding Form
- g. Human Rights Compliance
- h. Affirmative Action Declaration

5. Appendix (if Applicable) - Any other additional information thought to be relevant, but not applicable to the prescribed format, may be included in the Appendix of your Proposal.

B. Proposal Requirements

The following will be considered minimum requirements of the proposal. Emphasis should be on completeness and clarity of content.

1. Executive Summary: This component of the proposal should demonstrate the responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

2. Description of the Applicant Agency: This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the planning outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program. The responder should demonstrate the length, depth and applicability of all prior experience in completing the requested deliverables in preparation for submitting a CCBHC certification application. Letters of reference may be included. The responder should also demonstrate the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed deliverables. Applicants must include a description of the applicant's current governance structure. Applicants must also list all licenses and certifications which are held by the applicant entity and its contracting organizations (DCOs).

3. Description of Target Population: Describe the level of need for services in your community and what group or groups of individuals will be targeted for services by the program. Discuss whether your program and activities will have a local, regional or statewide impact and whether they will serve low- and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach target population. Include description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how your programs and activities will positively impact the target population; you may provide examples, performance measures, and desired outcomes.

4. Project goals and objectives: This section should clearly define and discuss the goals and objectives of the project.

5. Project Planning Activities: All proposals submitted under this RFP must address, in sufficient detail, how the responder will fulfill the expected outcomes and features set forth above. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Please use the attached Self-Assessment Tool (Appendix B) to inform your project work plan; however, responders do not need to include the Self-Assessment Tool in their response to this RFP. Please note, the Self-Assessment Tool is not an exhaustive list of possible activities, but identify key components of necessary to obtain CCBHC certification. Responders shall submit a proposed work plan for the duration of the project including specific milestones and outcomes that will be used to demonstrate the clinic's capacity to apply for CCBHC certification.

6. Community Engagement and Inclusion: It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. The Policy on Rating Criteria for Competitive Grant Review (<https://mn.gov/admin/government/grants/policies-statutes-forms/>) establishes the expectation that grant programs intentionally identify how the planning activities will serve diverse populations, especially populations experiencing inequities and/or disparities. The Behavioral Health Division of the Minnesota Department of Human Services (DHS), as the Single State Agency (SSA) for both Mental Health and Substance Abuse, supports behavioral health providers interested in becoming a CCBHCs to focus on the impact in tribal areas and other underserved populations within their local communities.

For all proposals submitted under this RFP, respondents are encourage to strengthen their community relationships with diverse and underserved populations whose ethnic, cultural, linguistic, social, sexual, gender or residential status or other factors indicate that specialized services will aid the population(s) in reaching their full potential. Please describe the current state of your community relationships, how these relationships help improve health equity in your programs, and what your organization's plan is to strengthen community relations in

the future. Additionally, explain how your organization will collaborate with tribal nations and other indigenous stakeholders.

7. Evaluation plan: The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

8. Budget proposal: This section should specify the grant amount requested and detail all estimated expenses for the proposed project. Identify what other ancillary activities are being completed that have costs associated to them. Include a budget narrative for the applicant and each subcontracting agency. Explain the proposed use of the grant funds. Your explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. Responders are encouraged to apply for only the amount needed for their proposed planning activities. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds.

9. Professional Responsibility: Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past six years against your organization or its employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All proposals must also include information about pending litigation and/or litigation resolved within the past two years that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, and the dollar amount being requested as damages, and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with damages awarded, verdict for responder, etc.).

Responder should also submit information which demonstrates recognition of their professional responsibility. This may include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization's proposal may be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a responder's professional status.

D. Required Statements

Complete the correlating forms found in [eDocs¹](#) by searching for the form numbers referenced below, or pasting the form file path name found in the footnotes below to your browser, and submit them as the "Required Statements" section of your proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs in completion of the proposal are at the responder's risk and may, at the discretion of the State, result in disqualification of the proposal for nonresponsiveness."

¹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

1. Responder Information and Declarations (Responder Information/Declarations Form DHS-7020-ENG)²:

Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. Exceptions to RFP and Simple Contract Terms (Exceptions to Terms and Conditions Form DHS-7019-ENG)³:

The contents of this RFP and the proposal(s) of the successful responder(s) may become part of the final contract if a contract is awarded. Each responder's proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the responder. **Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a responder has no objections to any terms or conditions, the responder should write “None” on the form.**

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Grant Contract is attached in the Appendix for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard State contract which give the responder a material advantage over other responders may result in the responder’s proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of the Contract. Also, proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive proposals and rejected from further consideration for contract award.

3. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021): Each responder must complete and submit the attached “Affidavit of Noncollusion” form. This is attached to this RFP as Appendix C.

4. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements:

The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

Depending on the responder’s annual income or how long the responder has been in business, a responder is required to submit either a certified financial audit, IRS Form 990, or most recent board-reviewed financial statements. A certified financial audit is a review of an organization’s financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization’s financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Minnesota nonprofit organizations are required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than \$750,000. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than \$25,000 in annual gross receipts over the past three tax years.

Responders must submit financial information as outlined below with their proposal:

- a. Responders with an annual income of under \$25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.
- b. Responders with total annual revenue of under \$750,000 should submit their most recent IRS Form 990.

² <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

³ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

c. Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Responders may also include documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

If the responder is a county government or a multi-county human services agency that has 1) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meets the requirements of the Single Audit Act, the responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county's financial status.

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization's proposal will found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a responder's financial reliability.

5. Disclosure of Funding Form ([Disclosure of Funding Form- DHS-7018-ENG](#))⁴

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee's Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). The responder must have a DUNS number before their response is submitted.

6. County Support documentation. If the applicant entity is not a county agency, the response to this RFP must include a letter of support or other evidence of an ongoing working relationship with the county human service agencies in the area to be served by the potential CCBHC. This must include every county which is the county of residence of more than 5% of the applicant entity's projected total number of clients for calendar years 2017 –

⁴ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7018-ENG>

2018. If the applicant entity is not planning any major changes in service area, data from a recent year can be used to implement this provision.

7. Technical Assistance responders' support. If the applicant entry is a subject matter expert proposing to provide technical assistance, it should submit letters of recommendation from four CCBHC first implementers.

8. Affirmative Action Certification.⁵ For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached "Affirmative Action Data" page. As required by Minnesota Rules, part 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency."

IV. RFP Process

A. Responders' Conference

A Responders' Conference will be held for this RFP via WebEx at **10:00am - 11:00am on Thursday, January 16, 2020.**

Address for attendees:

<https://minnesota.webex.com/minnesota/j.php?MTID=mb9a7b6cd866f2fbf8785dc8e083675b8>

Event password: qtqjek3h(if needed)

Meeting number (access code): 965 050 064

To join by phone:

[1-855-282-6330](tel:1-855-282-6330)

[1-415-655-0003](tel:1-415-655-0003)

If you have any questions, please contact Darrin Helt (Darrin.Helt@state.mn.us or 651-431-2325).

B. Responders' Questions

Responders' questions regarding this RFP must be submitted by e-mail prior to 2:00 p.m. Central Time on **Tuesday, January 21, 2020.** All questions must be addressed to: Darrin.Helt@state.mn.us

Other personnel are NOT authorized to discuss this RFP with responders before the proposal submission deadline. **Contact regarding this RFP with any State personnel not listed above could result in disqualification.** The State will not be held responsible for oral responses to responders.

Questions will be addressed in writing and distributed to all identified prospective responders. Every attempt will be made to provide answers timely, with the intent that they are sent no later than **January 24, 2020.**

C. Proposal Submission

One (1) original and five (5) paper copies of the proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Time on January 31, 2020 to be considered. Late proposals will not

⁵ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7016-ENG>

be considered and will be returned unopened to the submitting party. In addition, an electronic copy of the proposal must be e-mailed by the same deadline to Darrin.Helt@state.mn.us.

Clearly label the original "Proposal – Original" and each copy "Proposal – Copy". All proposals, including required copies, must be submitted in a single sealed package or container. The main body of the proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the responder's discretion.

The above-referenced packages and all correspondence related to this RFP must be delivered to:

Mailed:	OR	Delivered:
Attention: Julie Pearson		Attn: Julie Pearson
Mental Health Division		Mental Health Division
Department of Human Services		Department of Human Services
P.O. Box 64981		540 Cedar Street
St. Paul, MN 55164-0981		St. Paul, MN 55164-0985

E-mail: Darrin.Helt@state.mn.us

It is solely the responsibility of each responder to assure that their proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting proposals may result in the disqualification of any non-complying proposal.**

V. Proposal Evaluation and Selection

A. Overview of Evaluation Methodology

1. All responsive proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on "best value" as specified below, using a 100 point scale. The evaluation will be conducted in three phases:

- a. Phase I Required Statements Review
- b. Phase II Evaluation of Proposal Requirements
- c. Phase III Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the proposals submitted, except identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any proposals will mean that either another proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a responder's proposal, including an audit of the reasonableness of any proposal.

B. Evaluation Team

1. An evaluation team will be selected to evaluate responder proposals.

2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

C. Evaluation Phases

At any time during the evaluation phases, the State may, at the State’s discretion, contact a responder to (1) provide further or missing information or clarification of their proposal, (2) provide an oral presentation of their proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that the State will look for information or clarification outside of the submitted written proposal. Therefore, it is important that the responder ensure that all sections of the proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I: Required Statements Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in these sections to move to Phase II. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, the State reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations], or makes a disclosure which evidences a conflict of interest.

2. Phase II: Evaluation of Proposal Requirements

a. Points have been assigned to these component areas. For each component, proposals will be judged in relation to the responder’s potential to meet the objectives identified in Section I.B of the RFP. The total possible points for these component areas are as follows:

	Component Total	Possible Points for CCBHCs
1	Executive Summary	5
2	Description of the Applicant Agency	10
3	Description of Target Population	10
4	Project goals and objectives	10
5	Project activities and implementation plan	30
6	Evaluation Plan	10
7	Budget Proposal	20
8	Professional Responsibility	5
	Total:	100

b. The evaluation team will review the components of each responsive proposal submitted. Each component will be evaluated on the responder's understanding and the quality and completeness of the responder's approach and solution to the problems or issues presented.

c. After reviewing the proposals, the members of the evaluation team will rate each proposal component using the following formula:

Each proposal component will receive one of the following rating based on how well the team member feels the component met the RFP requirements.

Rating and Point Factor
Excellent- 1.0
Very Good -0.875
Good -0.75
Satisfactory-0.625
Poor-0.5
Unacceptable-0.0

Upon determining which of the above Ratings best describes the component being rated, the total possible points available for the component from paragraph a will be multiplied by the corresponding point factor.

EXAMPLE: A “very good” rating (0.875) of a Proposed Work Plan worth a maximum of 40 points would receive a score of 35 ($40 \times 0.875 = 35$).

3. Phase III: Selection of the Successful Responder(s)

- a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will review the scoring in making its recommendations of the successful responder(s).
- c. The State may submit a list of detailed comments, questions, and concerns to one or more responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The total scores for those responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected approximately 30 days after the proposal submission due date.

D. Contract Negotiations and Unsuccessful Responder Notice

If a responder(s) is selected, the State will notify the successful responder(s) in writing of their selection and the State’s desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected responder(s), all submitted proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected responder(s), the evaluation team may recommend another responder(s).

After the State and chosen responder(s) have successfully negotiated a contract, the State will notify the unsuccessful responders in writing that their proposals have not been accepted. All public information within proposals will then be available for responders to review, upon request.

VI. Required Contract Terms and Conditions

A. Requirements. All responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.

C. Travel. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

D. Preparation Costs. The State is not liable for any cost incurred by Responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the responder voluntarily assumes risk of non-payment.

E. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the

meaning set out in the Definitions and Coverages 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.

5. The prospective lower tier participant agrees by submitting this response 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 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant 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.

7. 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 C.F.R. 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. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. 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.

9. Except for transactions authorized under paragraph 5 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 C.F.R. 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Insurance Requirements

1. Responder shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

a. Workers' Compensation Insurance: Except as provided below, responder must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, responder will require the subcontractor to

provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum amounts are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute, section 176.041 exempts responder from Workers' Compensation insurance or if the responder has no employees in the State of Minnesota, responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes responder from the Minnesota Workers' Compensation requirements.

If during the course of the grant contract the responder becomes eligible for Workers' Compensation, the responder must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance

b. Commercial General Liability: Responder is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the responder or by a subcontractor or by anyone directly or indirectly employed by the responder under the grant contract. Insurance minimum amounts are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable. Please list _____.
State of Minnesota named as an Additional Insured, to the extent permitted by law.

c. Commercial Automobile Liability: Responder is required to maintain insurance protecting the responder from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the responder will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

This policy will provide coverage for all claims the responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to responder's professional services required under the grant contract.

Responder is required to carry the following minimum amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the responder and may not exceed \$50,000 without the written approval of the State. If the responder desires authority from the State to have a deductible in a higher amount, the responder shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the responder to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and responder shall maintain such insurance for a period of at least three (3) years, following completion of the work. If responder discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may responders provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the responder must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

3. Additional Insurance Conditions:

- Responder's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of responder's performance under this grant contract;
- If responder receives a cancellation notice from an insurance carrier affording coverage herein, responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Responder is responsible for payment of grant contract related insurance premiums and deductibles;
- If Responder is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the responder's policy limits to satisfy the full policy limits required by the grant contract.

4. The State reserves the right to immediately terminate the grant contract if the responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the responder. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

5. The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract.

I. Accessibility Standards

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#). The relevant requirements are contained under the "Standards" tab. Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

VII. State's Rights Reserved

Notwithstanding anything to the contrary, the State reserves the right to:

- A. Reject any and all proposals received in response to this RFP;
- B. Disqualify any responder whose conduct or proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
- D. Select for contract or for negotiations a proposal other than that with the lowest cost or the highest evaluation score;
- E. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the proposal more favorable to the State, and accept such proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the proposal with any responder and negotiate with more than one responder at the same time, including asking for responders' "Best and Final" offers;
- H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and

I. Cancel the RFP at any time and for any reason with no cost or penalty to the State.

J. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of proposals and prior to announcement of the successful responder, the State will publish a revised RFP with new deadlines. The State will not be liable for any errors in the RFP or other responses related to the RFP.

VIII. State's Responsibilities

The State will have the responsibilities specified below in connection with this project:

- Ongoing updates to all grantees regarding clarifications from the federal level
- Assistance with needs assessment data
- Coordination and facilitation of technical assistance
- Ongoing collaboration with grantees regarding additional development of CCBHC service criteria, certification standards, and the prospective payment system (PPS)

Remainder of the page intentionally left blank. (Appendices follows)

Appendix A: Sample State Grant Contract

State of Minnesota Department of Human Services Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services Mental Health Division (hereinafter STATE) and _____, an independent grantee, not an employee of the State of Minnesota, address _____ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section _____ is empowered to enter into contracts for the following services: _____, and

WHEREAS STATE is in need of the following services: _____, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES. GRANTEE shall:

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 **Consideration.** Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a.) **Compensation.** GRANTEE will be paid as follows

(b.) **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) **Total obligation.** The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed _____ dollars (\$_____).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _____ (**equal to one calendar quarter**) followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

The STATE shall issue a second cash advance of _____ (equal to one calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the GRANTEE:

(c.) Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public Law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____ federal award name and number _____ - _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(e.) GRANTEE's Data Universal Numbering System (DUNS) number is _____. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

3. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the

GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on _____, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through _____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Indemnification; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; 14. Publicity; and 20. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY and PROJECT MANAGER.

7.1. **State.** The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

7.2. **Grantee.** The GRANTEE's Authorized Representative is _____ or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7.3. **Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this grant contract is _____ or his/her successor.

7.4 **Project Manager.** The STATE'S project manager for this grant contract is _____ phone number: _____ or his/her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. INDEMNIFICATION.

In the performance of this grant contract by GRANTEE, or GRANTEE'S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by GRANTEE'S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) Breach of contract or warranty. The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligation under this grant contract.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13,

(the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. §§ 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this Contract, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minnesota Statutes, section 13.05, subdivision 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, Chapter 13, by either the GRANTEE or the STATE.
- D. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in Minnesota Statutes, section 13.46, subdivision 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- E. If the GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract, GRANTEE must immediately notify and consult with the STATE's Authorized Representative as to how the GRANTEE should respond to the request.
- F. Under this Contract, GRANTEE performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minnesota Statutes, sections 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this Contract.
- G. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
- H. GRANTEE must comply with Minnesota Statutes, section 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data

created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this Contract.

13. INTELLECTUAL PROPERTY RIGHTS.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold

harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State's Authorized Representative.

15. HUMAN RIGHTS COMPLIANCE.

15.1 Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36. If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:

A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

16. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

17. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

18. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party

named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

19. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT

INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

20. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

21. WAIVER. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE'S right to enforce it.

22. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

23. OTHER PROVISIONS.

23.1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property

damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

23.2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.

23.3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

23.4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

23.5. **Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime GRANTEE's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

23.6. **Contingency Planning.** Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and

(g) be available for inspection upon request.

Appendix B: CCBHC Certification Self-Assessment Tool

Review the following and provide a score based on the following criteria:

Score Status

- 1 – Currently in place
- 2 – Currently in process
- 3 – Will complete during planning grant period
- 4 – Will not complete

These items are based on the CCBHC [federal criteria](#) and Excellence in Mental Health legislation that defines CCBHC in Minn. Stat. § [245.735](#)

	Score	Status
Offer care that is person- and family-centered, trauma-informed, and recovery-oriented		
Provide <u>integrated</u> mental health and substance use disorder services in coordination with physical health care and social services that serve the “whole person” rather than disconnecting aspects of the individual		
Serve individuals regardless of ability to pay or place of residence		
Secure board leadership to embrace the CCBHC model of integrated and recovery-oriented care		
Secure staff buy-in to embrace the CCBHC model of integrated and recovery-oriented care		
Creating a harm reduction-focused, medication assisted recovery environment (including having a Buprenorphine prescriber, providing outpatient withdrawal management, and providing medication assisted treatment)		
Serve all ages, including children ages 0-5, that could require adding specialized staff and intensive training		

	Score	Status
Develop the financial systems (staffing, software, procedures) capable of creating a clinic-wide cost report and estimate of daily encounters		
Address the needs of culturally diverse people and communities with culturally competent providers, staff, and peers		
Determine a Service Area (generally, made up of counties but not required) in which your organization can provide all the CCBHC required services to all ages		
Meet CCBHC Health IT requirements (according to CCBHC criteria 3.b.1) which demand a robust electronic health record		
Provide the required CCBHC services <ul style="list-style-type: none"> • Allowable services to be billed within the CCBHC model are in the Scope of Services document. • Specific billing guidance for services developed specifically for CCBHC are in the CCBHC MHCP manual page. • All other existing services follow the existing billing guidance in the MHCP manual 		
Obtain a county letter of support from all counties in the service area		
Complete a needs assessment of the communities the clinic will serve in the service area		
Be certified as a “Rule 29” mental health clinic under Minnesota Statutes, section 245.69, subdivision 2		
Comply with “Rule 47” standards relating to mental health services in Minnesota Rules, parts 9505.0370 to 9505.0372		

	Score	Status
Be licensed to provide outpatient SUD treatment services under 245G		
Be certified to provide children's therapeutic services and supports (CTSS) under section 256B.0943 ;		
Be certified to provide adult rehabilitative mental health services (ARMHS) under section 256B.0623 ;		
Be enrolled to provide “Rule 79” mental health targeted case management for both children and adults under section 256B.0625, Subd. 20 ; and other applicable standards under 245.461 to 245.4887		
Be enrolled as both an adult and children’s mental health crisis provider or have a contract with state-sponsored adult and children’s crisis provider		
<p>Provide all assessment, screening and treatment planning requirements</p> <ul style="list-style-type: none"> • Outpatient primary care screenings according to Appendix A of the federal CCBHC criteria • The state-specific requirements for integrated assessment (CCBHC Initial Evaluation and CCBHC Comprehensive Evaluation) and integrated treatment plan in the CCBHC MHCP provider manual page • Dual-diagnosis screening is completed using commissioner approved tools (GAIN-SS or CAGE-AID). • SUD assessment and Level of care for SUD treatment is completed using the ASAM 6 dimensions and the MN Matrix • Functional Assessment may be completed using the DLA-20 		

	Score	Status
<ul style="list-style-type: none"> • Depression screening must be completed using the PHQ-9 • Risk assessment can be completed using the Columbia Suicide Severity Rating Scale • Level of care for mental health must be completed using the CASII, ECSII for children and the LOCUS for adults • Tobacco screening can be assessed using a tool chosen by the agency • Unhealthy alcohol use must be assessed using the AUDIT or AUDIT-C 		
Provide community-based mental health care for veterans		
Have at least one (1) certified peer on staff (MH Certified peer specialist , family peer specialist or Recovery Peer support specialist)		
Have a psychiatrist as a Medical Director		
Have a Buprenorphine prescriber on staff		
Provide Outpatient (or Ambulatory) Withdrawal Management level 1(ASAM 1-WM). (Note that your prescribers may already be providing this level of WM by prescribing tobacco cessation medication or a day or two's worth of medication to manage mild withdrawal symptoms.)		
Provide Outpatient (or Ambulatory) Withdrawal Management level 2 (ASAM 2-WM) according to the CCBHC MHCP provider manual page		
Provide Medication Assisted Treatment		
Provide the four (4) required evidence based practices: <ul style="list-style-type: none"> • Motivational Interviewing 		

	Score	Status
<ul style="list-style-type: none"> • Stages of Change • Cognitive Behavioral Therapy • A trauma treatment for children and for adults appropriate for the population served (For children, TF-CBT is recommended). 		
<p>Utilize an electronic health record that can report on all the evaluation requirements;</p> <ul style="list-style-type: none"> • CCBHC criteria updated Table 1 • State impact measures (proportion of encounters and people served by peers, percentage of people of color and Latinos receiving CCBHC services relative to Medicaid population, percentage of non-primary English speakers receiving CCBHC services relative to Medicaid population, persons served by telemedicine, number of days before initial evaluation, percentage of clients receiving 2 or more services within 2 months after initial evaluation) 		
<p>Provide coordination of care across settings and providers to ensure seamless transitions for individuals being served across the full spectrum of health services, including acute, chronic, and behavioral needs. Care coordination may be accomplished through partnerships or formal contracts. Specifics in CCBHC criteria, Criteria 3</p>		
<p>Prepare a CMS-designed, clinic-wide annual cost report</p>		
<p>Ensure your organization follows the allowable governance structures:</p> <ul style="list-style-type: none"> • _____ 51 percent of the board are families, consumers or people in recovery from behavioral health conditions. The CCBHC has described how it meets this requirement or developed a transition plan with timelines 		

	Score	Status
<p>appropriate to its governing board size and target population to meet this requirement that is satisfactory to the state.</p> <ul style="list-style-type: none"> • ____ A substantial portion of the governing board members meet this criteria and other specifically described methods for consumers, people in recovery and family members to provide meaningful input to the board about the CCBHC’s policies, processes, and services, The state has reviewed and approved and documented its approval of the proportion of the governing board members and methods to obtain meaningful input to the board. • ____ The CCBHC is comprised of a governmental or tribal entity or a subsidiary or part of a larger corporate organization that cannot meet these requirements for board membership. The state has specified and documented the reasons why the CCBHC cannot meet these requirements and the CCBHC has developed an advisory structure and other specifically described methods for consumers, persons in recovery, and family members to provide meaningful input to the board about the CCBHC's policies, processes, and services. • ____ As an alternative to the board membership requirement, any organization selected for this demonstration project may establish and implement other means of enhancing its governing body’s ability to insure that the CCBHC is responsive to the needs of its consumers, families, and communities. Efforts to insure responsiveness will focus on the full range of consumers, services provided, geographic areas covered, types of disorders, and levels of care provided. The state will determine if this alternative approach is acceptable and, if it is not, will require that 		

	Score	Status
additional or different mechanisms be established to assure that the board is responsive to the needs of CCBHC consumers and families.		
TOTAL		

Appendix C: Affidavit of Noncollusion

State of Minnesota Affidavit of Noncollusion-Grant RFP

I swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition, except to the extent specified in Section 2 of the Proposal.
3. That the contents of the proposal have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the proposals except to the extent specified in Section 2 of the Proposal; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

This information is available in accessible formats for individuals with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact the agency’s ADA coordinator.