**RFS 24-77045**

**Attachment A**

**Scope of Work**

1. Definitions
   1. **Contract** means the contract between the State and Contractor resulting from this RFS.
   2. **Contractor** means the Respondent selected as a winning Provider that will serve as a Demonstration site as a result of this RFS.
   3. **Demonstration Program** means the Medicaid Demonstration Program, a program intended to improve community mental health services across states established by Section 223 of the Protecting Access to Medicare Act (“PAMA”).
   4. **DCO** means the Designated Collaborating Organization, an entity engaged in a formal relationship with the CCBHC and delivers services under the same requirements as the CCBHC.
   5. **EBP** means evidence-based practices.
   6. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic Clinical Health Act (“HITECH”), and the associated privacy and security rules located in 45 CFR §§ 160 and 164.
   7. **IHCP** means Indiana Health Coverage Programs.
   8. **PPS** means the Prospective Payment System where a Provider receives a fixed, clinic-specific rate for each qualifying visit, regardless of the intensity or quantity of service provided.
   9. **Provider** is defined as an individual or entity, enrolled with IHCP, to render covered services to IHCP members, including but not limited to Individuals. A Provider maintains a Provider Agreement with the State.
   10. **Provider Agreement** is the contract between an enrolled IHCP Provider and the State which governs the requirements to serve as a Provider and the services that Provider is authorized to render for IHCP members, including but not limited to Individuals.
   11. **SAMHSA** means the Substance Abuse and Mental Health Services Administration.
   12. **SPA** means a state plan amendment where states send program policy updates, or approach changes to the Centers for Medicare & Medicaid Services (CMS).
2. Plan and Program Information
   1. Contract Terms
      1. The State shall enter into $0 Contracts with selected Contractors through this RFS.
      2. If the State is selected for the Demonstration Program, the Contractors shall carry out all services described in this Scope of Work.
      3. In the event that the State is not selected for the Demonstration Program, Contracts may be terminated.
   2. State Role
      1. Develop Demonstration Program Application
         1. The State will develop and submit an application for SAMHSA’s Demonstration Program by the federally contemplated deadline, anticipated to be around March 2024. The State will be responsible for drafting the application setting forth why Indiana is positioned to serve in the Demonstration Program.
         2. The State requires sites selected through this RFS to provide data and information to develop its application as further described in Section IV.B below. The State will work with Contractors to gather the required information.
      2. Support Providers Achieve CCBHC Designation/Certification
         1. The State will support the Contractor in achieving designation/certification by the start of the Demonstration Program. While the Contractor is ultimately responsible for achieving designation/certification, the State is committed to identifying what support each individual site requires to meet the State’s expectations in the near and long term. The State sees this as a collaborative effort to help sites expand their service offerings and become CCBHCs.
         2. Throughout the term of the Demonstration Program, the State will work with the sites to continue finalizing expectations for CCBHCs. The State’s expectations for CCBHCs will be governed by the designation agreement and/or certification.
   3. Contractor’s Responsibilities
      1. Support the State’s Application to SAMHSA’s Demonstration Program
         1. The Contractor shall provide, to the State or its designee, any information and data requested by the State necessary to submit its Demonstration Program Application in or around March 2024. This will include but is not limited to:
            1. Qualitative and quantitative information regarding why the Contractor is the best positioned to be in the Demonstration to further the State’s Application, including the Contractor’s readiness for CCBHC and how the Contractor will meet the needs in its community (driven by its Community Needs Assessment or “CNA”)
            2. Financial information required for CCBHC rate-setting
            3. Qualitative and quantitative information on quality metrics, evidence-based practices, assessments, and screeners
            4. Participation in meetings and/or response to written requests from the State’s technical assistance vendor supporting Demonstration Application development
      2. Obtain CCBHC Designation/Certification by Demonstration Program Start
         1. The Contractor must obtain designation/certification by the start of any Demonstration Program, estimated to start in July 2024.
         2. The requirements for CCBHCs’ provision of services shall be governed by the designation/certification.
         3. To achieve designation/certification, the Contractor shall be able to meet the requirements set forth in the Certification Criteria Response Template (Attachment E) by the start of the Demonstration Program. Attachment E sets forth the requirements to become a CCBHC in Indiana; accordingly, CCBHC providers designated/certified during the Demonstration will be expected to provide services in accordance with the requirements in Attachment E.
         4. The Contractor must complete a Community Needs Assessment (“CNA”) by or before November 2023. The State expects the Contractor to perform the CNA in accordance with federal and State expectations. If the State, in its sole discretion, determines that the CNA did not include the required information to the State’s satisfaction, the Contractor must work with the State to remedy the CNA. The State reserves the right to corroborate information submitted in CNAs with DMHA systems as applicable.
         5. The Contractor shall collaborate closely with the State and provide any additional information the State requires to designate/certify the Contractor as a CCBHC.
      3. Collaborate with the State during the Demonstration Program
         1. Data Collection and Reporting
            1. Throughout the term of the Demonstration Program, the Contractor shall provide the State with data and information necessary to fulfill State and federal expectations. Data gathered during the Demonstration Program will be used to evaluate and inform the State’s plans for expanding the CCBHC model statewide.
            2. The Contractor shall report on, at a minimum, the following during the Demonstration Program:

Quality metrics detailed in Attachment F. The Contractor shall collect and report data on each measure detailed in the “Clinic-collected” section. The Contractor will be expected to work with the State as needed to ensure the State can accurately capture and report on each measure detailed in the “State-collected” section.

Evidence-based practices (“EBPs”) detailed in Attachment G. The Contractor shall report on which EBPs it currently employs and how those EBPs are utilized. The State will work with the Contractors selected through this RFS to establish a set of (1) required EBPs that each CCBHC must employ and (2) optional, recommended EBPs that the State will track the use of during the Demonstration Program. This list will be defined in collaboration with the Contractors, and informed by CNAs and data submitted in other State systems.

Screening and assessment tools detailed in Attachment G. The Contractor will report on which screening and assessment tools it utilizes. The State will ultimately define a pre-approved list of screening and assessment tools that a CCBHC may use, informed by CNAs, data submitted in other State systems, and findings during the Demonstration Program.

* + - * 1. The Contractor shall provide periodic status reports, in a format provided by the State, to DMHA regarding duties under the Contract, including but not limited to the following:

Periodic Written Reports: The Contractor shall provide periodic written status reports to DMHA, in a format and at a periodicity finalized with DMHA (but no less than monthly), regarding activities conducted by the Contractor and the project’s status, notable discoveries, and mention of outstanding issues and action items. These updates are an opportunity for the Contractor to communicate its progress and needs to the State, as applicable.

Ad hoc Updates: Upon request of the State, the Contractor shall prepare a one-time report or additions to a previous report that provide further information about any area of concern or interest to the State. The State may also request an ad hoc update to be provided verbally. The Contractor shall respond to all requests for information from the State by providing the appropriate information within 30 calendar days, unless a different timeline is established by the parties in writing.

* + - * 1. Meeting and Touchpoint Requirements

On at least a monthly basis, the Contractor shall participate in collaborative touchpoints with the State. At the State’s discretion, these touchpoints may be conducted in person at the Indiana Government Center.

The Contractor shall be available to attend additional meetings as requested by the State.

* 1. Payment Structure and Rates
     1. The Contractor shall submit all documents required for rate setting, as set forth in Attachment K, in accordance with the timelines required by the State’s rate-setting partner.
     2. The Contractor will be expected to submit a cost report in accordance with the requirements and guidance established by CMS, the State, and the State’s rate-setting vendor. The State will support the Contractor in completing cost reporting and submission of required documents with accuracy.
     3. The Contractor shall adhere to the payment process set forth in the Provider Agreement. The Contractor will bill for services and receive payment in accordance with the Provider Agreement.