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REQUEST FOR PROPOSAL (RFP)

External Quality Review Services

MED-22-003

Kera Oestreich

Hoover State Office Building

1305 E Walnut Street

Des Moines IA, 50319-0114

1st Floor

Phone: 515-321-8679

RFPMED-22-003@dhs.state.ia.us

# *RFP Purpose.*

The purpose of this Request for Proposal (RFP) is to solicit proposals that will enable the Department of Human Services (Agency) to select the most qualified contractor, demonstrating competence and independence requirements set forth in 42 C.F.R. § 438.354, to conduct External Quality Reviews (EQR) and other related activities for the Agency’s Medicaid Managed Care Plans (MCPs).

The Agency’s desired result is to improve the health of Iowans by:

1. Monitoring the quality of care to consumers;
2. Monitoring consumer satisfaction;
3. Monitoring provider satisfaction;
4. Monitoring the accessibility of care for eligible recipients; and
5. Measuring the performance and cost-effectiveness of MCPs administering the Iowa Medicaid and Children’s Health Insurance Program (CHIP) programs.

The overall goal of the contract resulting from this RFP is to develop an integrated approach to quality assessment and improvement that leads to measurable quality improvement initiative in all areas of managed care contracting and service delivery.

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# *Duration of Contract.*

The Agency anticipates executing a contract that will have an initial 3-year contract term with the ability to extend the contract for threeadditional 1**-**year terms. The Agency will have the sole discretion to extend the contract.

# *Bidder Eligibility Requirements.*

The Agency will accept proposals from qualified bidders that can meet the federal definition of an external quality review organization (EQRO) as set forth in 42 C.F.R. § 438.354, and performs EQR, EQR-related activities, or both.

Procurement Timetable

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

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| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **February 24, 2021** |
| Agency Issues RFP to Bid Opportunities Website | **February 26, 2021** |
| Bidder Letter of Intent to Bid Due By  | **April 9, 2021****3 p.m.** |
| Bidder Written Questions Due By | **Date and Time for First Round of Questions: April 9, 2021****3 p.m.****Date and Time for Second Round of Questions: May 7, 2021****3 p.m.** |
| Agency Responses to Questions Issued By | **Date for First Round of Responses: April 23, 2021** **Date for Second Round of Responses: May 21, 2021** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **July 23, 2021****3 p.m.** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **September 3, 2021** |
| Contract Negotiations and Execution of the Contract Completed  | **October 25, 2021** |
| Anticipated Start Date for the Provision of Services | **January 1, 2022** |

Section 1 Background and Scope of Work

1.1 Background.

Legal Authority

Federal requirements related to Medicaid managed care EQR were established in statue at section 1932(c) of the Social Security Act and are set forth in 42 C.F.R. § 438, subpart E. The same statutory federal requirements were made applicable to CHIP managed care EQR through section 2103(f)(3) of the Social Security Act and are set in 42 C.F.R. § 457.1240 and 1250.

The Centers for Medicare & Medicaid Services (CMS) published the Medicaid and CHIP managed care final rule in November 2020, which updated and expanded EQR in the following ways:

* Clarified that the Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA) applied EQR (including EQR-related activities) to both separate CHIP Managed Care Plans (MCPs) and Medicaid Expansion CHIP MCPs. A state that uses MCPs to provide CHIP benefits must develop and implement a managed care quality strategy and must require CHIP MCPs to operate quality assessment and performance improvement (QAPI) programs.
* Applied EQR to a broader range of Medicaid MCPs, that goes beyond managed care organizations (MCOs) and prepaid inpatient health plans (PIHPs), to also include prepaid ambulatory health plans (PAHPs) and primary care case management (PCCM) entities.

Overview

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from highly qualified and experienced External Quality Review Organizations (EQRO) to perform independent EQR services that consist of mandatory and optional activities as outlined in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E. The successful bidder will provide analysis and evaluation of aggregated data and information on quality, accessibility, and timeliness of services provided by the MCP for eligible Medicaid enrollees. The EQRO activities and analysis will support the Iowa Department of Human Services (DHS) to improve the overall performance of the MCP delivery system. Below is an overview of Iowa’s Medicaid program:

The Iowa Department of Human Services (DHS) is the single State Agency responsible for administering the Medicaid program in Iowa. The Iowa Medicaid Program reimburses providers for delivery of services to eligible Medicaid recipients under the authority of Title XIX of the Social Security Act through enrolled providers and health plans. The Agency operates this program through its business unit, the Iowa Medicaid Enterprise (IME). The Agency is also responsible for the Children’s Health Insurance Program (CHIP – the separate CHIP program is called Healthy and Well Kids in Iowa, or Hawki).

On April 1, 2016, the IME transitioned to a managed care system, known as IA Health Link.  IA Health Link seeks to improve the quality of care and health outcomes for Medicaid and CHIP enrollees while leveraging the strength and success of current DHS initiatives. As a result of this transition, the model for service delivery and reimbursement changed from a primarily Fee-for-Service (FFS) model to a risk based Managed Care Organization (MCO) model. The program is designed to emphasize member choice, access, safety, independence, and responsibility. The majority of services are included in this statewide managed care structure, including long-term services and supports (LTSS), behavioral health, and pharmacy, delivered in a highly coordinated manner. The program is intended to integrate care and improve quality outcomes and efficiencies across the healthcare delivery system, in turn decreasing costs through the reduction of unnecessary, inappropriate, and duplicative services. Approximately 93% of all Iowa Medicaid members are enrolled in an MCO with 7% remaining in FFS. Iowa’s Hawki population is served by the same Medicaid MCOs and included in the total MCO population. The Agency is currently operating the IA Health Link program with two Managed Care Organizations (MCOs) and is seeking to contract with additional MCOs. Information regarding the current Managed Care Contracts can be found at this link: <https://dhs.iowa.gov/MED-16-009_Bidders-Library> .

In July 1, 2017 the Agency combined dental benefits for all adult enrollees into one Dental Wellness Plan (DWP), delivered via prepaid ambulatory plans (PAHPs). In addition, the Agency provides children dental coverage through various packages. Medicaid children under the age of 19, receive comprehensive dental coverage on a FFS basis and ***hawk-i*** children receive dental coverage through a PAHP. Hawki also has a dental-only program for children with third-party liability (TPL). The Agency currently contracts with two PAHPs to deliver dental benefits, the contracts can be found at this link: <https://dhs.iowa.gov/MED-16-009_Bidders-Library>

Effective July 1, 2021 all Medicaid children under the age of 19 will be transitioned from the current dental fee-for-service delivery system and will begin receiving dental benefits through the currently contracted PAHPs. The Agency seeks to enroll children in PAHPs to better coordinate dental care for children and help promote oral health in an accessible and cost-effective manner. There are no changes to the children’s dental benefits, as they will remain subject to current eligibility requirements.

1.2 RFP General Definitions.

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

***“Agency”*** means the Iowa Department of Human Services.

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

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

***“Business Hours”*** means 8:00 AM thru 5:00 PM Central Time, Monday through Friday, excluding State holidays.

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

***“CHIP”*** Children’s Health Insurance Program.

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

***“HIPAA”*** Health Insurance Portability and Accountability act.

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

***Definitions Specific to this RFP.***

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

“***CAHPS®”*** Consumer Assessment of Healthcare Providers and Systems.

***“CDPS”*** Chronic Illness and Disability Payment System.

***“CSHCN”*** Children with Special Health Care Needs Screener.

***“ECHO®”*** Experience of Care and Health Outcomes

***“FSI”*** The Family Strain Index.

***“HOS”*** Medicare Health Outcomes Survey.

***“Managed care plan” or “MCP”.*** Encompasses managed care organizations (MCOs), prepaid inpatient health plans (PIHPs), prepaid ambulatory health plans (PAHPs), and primary care case management (PCCM) entities described in 42 C.F.R. § 438.310(c)(2).

***“NS-CSHCN”*** National Survey of CSHCN

***“EPSDT”*** Early and Periodic Screening, Diagnostic, and Treatment.

***“External Quality Review” or “EQR”*** EQR is the analysis and evaluation of aggregated information on quality, timeliness, and access to the health services that an MCP or its contractors furnish to Medicaid beneficiaries [see 42 C.F.R. § 438.320]. EQR can only be conducted by a qualified EQRO

***“External Quality Review Organization”*** or ***“EQRO”*** An EQRO is an organization that meets the competence and independence requirements set forth in 42 C.F.R. § 438.354, and performs EQR, EQR-related activities, or both

“***EQR-related activitie****s*”. The activities addressed in these protocols. EQR-related activities produce the data used by an EQRO to complete the annual EQR. EQR related activities may be conducted by the state, its agent that is not an MCP, or an EQRO [see 42 C.F.R. § 438.358]

***“Financial Relationship”*** means—

(1) A direct or indirect ownership or investment interest (including an option or nonvested interest) in any entity. This direct or indirect interest may be in the form of equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or

(2) A compensation arrangement with an entity.

***“Hawki”*** means Healthy And Well Kids in Iowa, the Iowa program to provide health care coverage for uninsured children of eligible families as authorized by Title XXI of the federal Social Security Act.

***“HEDIS”*** Health Employer Data Information Set

***“Managed Care Organization”*** or ***“MCO”*** means an entity that has, or is seeking to qualify for, a comprehensive risk contract under this part, and that is—

(1) A Federally qualified HMO that meets the advance directives requirements of 42 C.F.R 489 subpart I; or

(2) Any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions:

(i) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity.

(ii) Meets the solvency standards of 42 C.F.R 438.116.

***“Potentially Preventable Events*** or ***“PPEs”*** identify and classify 5 types of health care encounters or events that are potentially preventable and lead to unnecessary services and contribute to poor outcomes quality:

* ***Potentially Preventable Admissions*** or ***“PPAs”*** mean hospital admissions or long-term care facility stays that might have been reasonably prevented with adequate access to ambulatory care or health care coordination.
* ***Potentially Preventable Readmissions*** or ***“PPRs”*** mean clinically related return hospitalizations within a set time period that might have resulted from problems in the care during a previous hospital stay or from deficiencies in a post-hospital discharge follow-up.
* ***Potentially Preventable Emergency Room Visits*** or ***“PPVs”*** mean emergency room visits not resulting in hospital stays, for conditions that could have been treated or prevented by physicians or other health care providers in nonemergency settings.
* ***Potentially Preventable Complications*** or ***“PPCs”*** mean harmful events or negative outcomes, such as infections or surgical complications, that occur after hospital admissions or long-term care facility stays and might have resulted from the care, lack of care, or treatment provided during the admissions or stays.
* ***Potentially Preventable Ancillary Services*** or ***“PPAs”*** mean services, including procedures, treatments and other interventions, provided or ordered by physicians or other health care providers to supplement or support the evaluation or treatment of patients that may not provide useful information for diagnosis and treatment (e.g., MRI for back pain).

***“Quality”***, as it pertains to External Quality Review, means the degree to which an MCP increases the likelihood of desired health outcomes of its enrollees through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge.

***“QuICCC- R”*** Questionnaire for Identifying Children with Chronic Conditions-Revised

***“SLAs”*** Service Level Agreements.

***“Validation”*** means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide Deliverables which include, but may not be limited to, the items described below. The Agency anticipates that many of the meetings required as part of the scope of work will be conducted virtually as a results of the continuing COVID-19 pandemic. The Contractor’s approach to achieving the following deliverables shall include the use of an Agency approved virtual meeting platform(s) that provides for video and ensures that contractor staff participate with video enabled. The Agency reserves the right to request face-to-face meetings. When face-to-face meetings are required, CDC guidelines will be followed as appropriate.

**1.3.1.1 General Obligations**

1. **EQRO qualifications**
2. *Independence*. The Contractor and its subcontractors must be independent from the Agency and from the MCPs entities (described in 42 C.F.R. § 438.310(c)(2)) that they review. To qualify as “independent” the Contractor must meet all the stated requirements under this section:
	1. If the Contractor is a State agency, department, university or other State entity: the Contractor:
		1. May not have Medicaid purchasing or managed care licensing authority; and
	2. Must be governed by a Board or similar body the majority of whose members are not government employees.
	3. The Contractor **MAY NOT**:
		1. Review a particular MCP or a competitor operating in the State, over which the Contractor exerts control or which exerts control over the Contractor (as used in this paragraph, “control” has the meaning given the term in 48 C.F.R. § 19.101) through:
			1. Stock ownership;
			2. Stock options and convertible debentures;
			3. Voting trusts;
			4. Common management, including interlocking management; and
			5. Contractual relationships.
		2. Deliver any healthcare services to Medicaid recipients;
		3. Conduct, on the State’s behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCP services, except for the related activities specified in 42 C.F.R. § 438.358; or
		4. Have a present or known future, direct or indirect financial relationship with an MCP entity that it will review as a Contractor.
3. *Competence.* The Contractor shall meet the competence requirements of 42 C.F.R. § 438.354 and provide staff to perform all tasks specified in the Contract. The Contractor must have the following:
4. Staff with demonstrated experience and knowledge of:
5. Serving Medicaid recipients, handling Medicaid policies, data systems and processes;
6. Managed care delivery systems, organizations, and financing;
7. Quality assessment and improvement methods; and
8. Research design and methodology, including statistical and financial analysis.
9. Sufficient physical, technological, and financial resources to conduct EQR and EQR-related activities; and
10. Other clinical and non-clinical skills necessary to carry out the duties of the EQRO.
11. **Staff Skills and Experience**
12. The Contractor shall ensure staff performing services under this Contract have clinical skills in both medicine and dentistry, as well as experience in:
13. Statistics;
14. Economics;
15. Encounter data analysis, including the use of one or more of the following case-mix adjustment systems:
16. Chronic illness and disability payment system;
17. Adjusted clinical groups
18. Diagnostic cost groups
19. Clinical risk groups; and
20. Global risk assessment model
21. Encounter data certification and validation, to ensure that data is complete and accurate to support quality management and rate-setting premium payments analysis and calculations;
22. Research and writing for publication on healthcare issues;
23. Clinical evaluation competence or direct contract access to such competence in areas such as:
24. Pediatrics;
25. Long-term services and supports;
26. Acute care;
27. Behavioral health (substance use disorder and mental health);
28. Chronic illness and disability;
29. Complex special healthcare needs;
30. Dental care;
31. Women’s health; and
32. Pharmacy services.
33. Using or analyzing data and performance in one or more of the following performance measurement systems and software:
34. Health Employer Data Information Set (HEDIS);
35. Children with Special Health Care Needs (CSHCN) Screener;
36. Items from the National Survey of CSHCN (NS-CSHCN) addressing issues of transition to adult care;
37. Questionnaire for Identifying Children with Chronic Conditions-Revised (QuICCC- R);
38. Chronic Illness and Disability Payment System (CDPS);
39. Consumer Assessment of Healthcare Providers and Systems (CAHPS®);
40. CAHPS® Clinician and Group Surveys;
41. RAND Quality Care Measurement System;
42. The Experience of Care and Health Outcomes (ECHO®) Survey;
43. The Family Strain Index (FSI);
44. Medicare Health Outcomes Survey (HOS);
45. Systems developed by the Contractor to collect member and caregiver demographics and household characteristics; and
46. Other systems recommended by the Contractor.
47. The Contractor shall ensure staff performing services under this Contract are skilled in or have access to expertise in medical record review, survey implementation and techniques, statistics and economics to support Agency quality and performance analysis, and rate-setting activities. Staff must have the ability to research and analyze the clinical aspects of healthcare delivery which affect populations of special concern to the Agency, including:
48. Children under 21 years of age, including children with special healthcare needs and the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services;
49. Individuals receiving LTSS, including those participating in home and community-based services; and
50. Persons with behavioral health (substance use disorder and mental health) diagnoses.
51. **Project Management**
52. The Contractor shall designate one Project Manager, who will be dedicated to the Contract full time.
53. The Agency reserves the right to interview any and all candidates for the Project Manager position prior to approving the candidate.
54. The requirements for the Project Manager are as follows:
55. Be available to meet with the Agency’s management, policy staff and contract manager to respond to questions and concerns related to the Contract during normal Agency Business Hours. The Project manager shall be available to attend meetings in person as determined by the Agency.
56. Project Manager positions are required to communicate absences with the Agency contract manager and provide suitable coverage during extended absences;
57. Provide policy advice and support to the Agency and participate in meetings with the Agency as subject matter expert;
58. Prepare and present status updates periodically to the Agency and other stakeholders, as requested by the Agency;
59. Comply with all timelines in the Agency-approved project work plans; and
60. Represent the Contractor in terms of day-to-day negotiations and resource allocations, and be the primary liaison with the Agency; and
61. Develop and maintain a plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of the project manager for vacation and other reasons.
62. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the Project Manager is absent.
63. The Contractor shall develop and maintain, subject to Agency approval, standardized reports that may be necessary to implement the project.
64. The Agency reserves the right of prior approval for any replacement of the Project Manager.
65. The Contractor must commit the project manager to the project on or before the conclusion of the transition period of the Contract and for at least six months, and must not replace the project manager during this period except in cases of termination, death, or the key person’s resignation;
66. The Contractor shall provide the Agency with a minimum of 15 days’ notice prior to any proposed transfer or replacement of the project manager. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of named key personnel;
67. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing;
68. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position; and
69. The Agency may waive requirements (a) through (d) and 8 through 9 upon presentation of good cause by the Contractor. In those instances when good cause is granted, the Contractor commits to replacing key personnel within thirty days (30) of the departure of a key person and to providing temporary personnel in the interim that are capable of maintaining operational performance at acceptable levels.
70. **System Requirements**
71. The Contractor shall maintain a system, as necessary, to support all EQR functions, including the ability to interface with data sources as determined by the Agency.
72. System shall be compatible with any legacy and current patient-level Medicaid and CHIP encounter and claims data, member eligibility, provider, and other applicable data required to perform all activities required in the Scope of Work;
73. Contractor shall perform system quality assurance and testing in accordance with Agency-approved work plan; and
74. The Contractor shall perform ongoing data collection, data analysis, and data transfer in accordance with Agency-approved work plan;
75. The Contractor shall meet Agency and the State of Iowa's Enterprise security standards for data collection, storage, and secured electronic transmissions. This includes, but is not limited to use of at minimum 256-bit encryption for both authentication and data transmission. See Attachment G, Section 1.8.1 – General Terms for Service Contracts (Section 2.8.6).
76. The Contractor shall develop and maintain an Agency approved interface control document describing the data exchange and processing necessary to implement and operate the EQR service functions, interfaces necessary for electronic transmissions of data files, processing rules, and required sequence of data to manage the services. Contractor shall consult with the Agency data management staff in developing this document.
77. The Contractor shall develop and maintain an Agency approved disaster recovery plan and data backup plan that addresses recovery of business functions, business units, business processes, human resources, and the technology infrastructure. The Contractor shall protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations.
78. The Agency will support this activity by providing the Contractor with the following information:
79. Provider files in the specified format;
80. Enrollment files in the HIPAA 834 format;
81. Encounter data files in the HIPAA 837 format;
82. State requirements for collection and submission of encounter data by the MCPs;
83. Encounter data format specifications;
84. The Agency data dictionary;
85. Flow chart of data from the MCP to the Agency;
86. Agency standards for MCP encounter data completeness and accuracy;
87. Timeframes for encounter data submission; and
88. Thresholds for acceptable rates of accuracy and completeness for each data field of MCP encounter data.

**1.3.1.2 Transition Phase**

1. **Planning** The Contractor shall develop, maintain and comply at all times with the following:
2. Project work plans.
	1. Project work plans shall include:
3. A transition plan detailing Contractor’s strategy to implement the staff, systems, applications, software and services contemplated by this Contract;
4. An operations plan detailing the daily performance of all required activities by the Contractor, including required coordination and safeguards;
5. A communications plan specifying expectations for all parties involved. This plan shall be developed in consultation with the Agency;
6. Defined deliverables and outcomes;
7. Timeframe in which each activity will be completed;
	1. The work plan shall be updated at a minimum monthly.
8. Reporting plan. A reporting plan detailing requirements for submitting report to the Agency. This plan shall be developed in consultation with the Agency.
9. Reporting plan requirements include, but are not limited to:
10. Use of standard naming conventions;
11. Templates for standardized reports that may be necessary to implement the project. The Contractor shall revise report contact as needed and upon Agency request;
12. Use of the Agency-designated SharePoint site to upload reports, with link sent to relevant Agency staff via email;
13. Detail of whom the reports should be delivered to for review and approval, as necessary;
14. Frequency and due dates for reports;
15. Standard operating procedures (SOPs). SOPs shall be maintained in the Agency-prescribed format using standard naming conventions in the documentation.
16. SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract, including but not limited to:
17. Notification and issue escalation procedures and timelines; and
18. Policy manuals required for all EQR functions.
19. SOPs shall be updated with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract.
20. The Contractor shall document all changes within 30 business days of the change.
21. The Contractor shall use version control to identify the most current documentation and any previous versions, including their effective dates.
22. The Contractor shall provide all documentation in electronic form and store all documentation within the Agency-designated repository.
23. SOPs shall be reviewed with the Agency no less than annually and shall be made available to the Agency upon request.
24. **Meetings**. The Contractor shall participate in the following related to the scope of work performed by the Contractor:
25. Meetings with the Agency:
26. Regular contract and status meetings or discussions with the Agency;
27. Meetings to develop final annual work plan and timeline for all EQRO activities and deliverables for the contract year;
28. Meetings to review and discuss contract milestones agreed upon in the work plan;
29. Meetings to discuss contract audits and audit findings;
30. Meetings to develop Agency, MCP, or stakeholder training and special forums; and
31. Meetings to develop annual performance improvement projects with the Agency and MCPs.
32. Conducting specific meetings with an MCP:
33. Prior to initiating any meeting with an MCP, the Contractor shall develop an agenda for review and approval by the Agency;
34. If the meeting is a result of an analysis conducted by the Contractor of the MCP, the Contractor shall provide a preliminary report/finding to the Agency for review and discussion, prior to providing the preliminary findings to the MCP;
35. The Contractor shall provide the Agency with an annual onsite MCP visit calendar; and
36. The Contractor shall lead or participate in other meetings as needed, with advocates, members, or other stakeholders as requested by the Agency.
37. The Contractor shall have subject appropriate staff members attend meetings or conference calls as requested and required by the Agency to no additional cost.
38. **Reporting**
39. For Section 1.3.1.3 Protocols 1-5 combined, and including each of Protocols 6-8 that are requested by the Agency as part of an External Quality Review of the MCP the Contractor shall:
40. For each MCP, provide preliminary results to the managed care organizations;
41. For each MCP, develop and submit a draft report to the Agency within a timeframe designated by the Agency;
42. For each MCP, develop and submit a final report to the Agency within a timeframe designated by the Agency; and
43. For each MCP, review and submit an updated MCP score card to the Agency within a timeframe designated by the Agency; and
44. Submit a comprehensive, aggregated summary report to the Agency of all MCP findings.
45. Ad Hoc Reports.
46. The Agency may request up to three (3) additional ad hoc reports that may utilize the data from the Agency’s data sources. The Contractor shall analyze the data and produce the report as requested by the Agency. The Agency shall work with the Contractor to establish the analysis and reporting requirements.
47. At the completion of any studies or analyses of MCP quality or performance, the Contractor shall work collaboratively with the Agency to present the final report to the MCP and may assist in development and monitoring of any resulting performance improvement plan.

**1.3.1.3 EQR Key Deliverables**

1. **Mandatory EQR-related activities.** The Contractor shall perform the following activities:
2. Protocol1:Validation of Performance Improvement Projects (PIPs)
	1. Annual Process for PIPs required by the Agency that were underway in year one and during the preceding twelve (12) months on an ongoing basis:
		1. Contractor shall assess the study methodology;
		2. Contractor shall verify PIP study findings and, if feasible:
			1. The Agency may elect to have the Contractor verify PIP findings on an ad hoc basis when the Agency has special concerns about data integrity; and
			2. Contractor shall validate the processes through which data needed to produce quality measures were obtained, converted to information, and analyzed;
	2. If the PIP uses HEDIS® measures that have been certified by a third party, this step is not needed.
		1. Contractor shall evaluate overall validity and reliability of PIP study results.
	3. The number of PIPs to be submitted per MCP is to be determined by the Agency, There will be a minimum of two (2) per MCO and two (2) per PAHP but more than two (2) PIPS may be required by the Agency.
	4. Contractor shall solicit input from MCPs in the identification of PIP topics and methodologies and propose MCP performance improvement projects, subject to Agency approval.
	5. Contractor shall include PIP outcome and trending information in the annual EQR technical report for submission to CMS.
	6. Contractor shall submit the validation report to the Agency. If a measure applies to children, the validation report shall break measures out by Medicaid and CHIP.
3. Protocol 2: Validation of Performance Measures
	1. The Contractor shall use national standards to validate and report findings on MCP performance measures and outcomes. The validation shall include the whole process from the initial source point through the final reporting.
	2. The Contractor shall develop an annual process to determine the accuracy of the performance measures reported by the MCP in year one and during the preceding twelve (12) months on an ongoing basis:
		1. The Contractor shall complete the following tasks prior to individual MCP review or analysis:
			1. Define the scope of the validation by confirming Agency-required technical specifications for each of the performance measures and Agency requirements for performance measure reporting;
			2. Assess the integrity of the MCP’s Information System;
			3. Select measures for detailed review;
			4. Initiate review of medical record data collection; and
			5. Prepare for the MCP onsite visit.
		2. The Contractor shall conduct individual MCP onsite visits to include follow up on findings from the pre-onsite information system assessment and validation of the production and reporting of performance measures through document review or direct observation, including:
			1. Review information system underlying performance measurement;
			2. Assess data integration and control for performance measure calculation;
			3. Review performance measurement production;
			4. Conduct detailed review of selected measures;
			5. Assess the sampling process; and
			6. Review preliminary findings and outstanding items
		3. The Contractor shall complete the following tasks after individual MCP onsite visits:
			1. Determine preliminary validation findings for each measure;
			2. Assess accuracy of MCP’s performance measure reports to the agency; and
			3. Submit validation report to the Agency. If a measure applies to children, the validation report shall break measures out by Medicaid and CHIP.
4. Protocol 3: Review of Compliance with Medicaid and CHIP Managed Care Regulations:
	1. Contractor shall perform an annual EQR of each contracted MCP and any other capitated Medicaid and CHIP programs implemented during the contract period, pursuant to the requirements of 42 C.F.R 438 Subpart E. The EQR shall include the following:
		1. A detailed report that, at minimum meets the requirements of 42 C.F.R. §438.364(a)(1);
		2. An assessment of each MCP's strengths and weaknesses with respect to the quality, timeliness, and access to healthcare services furnished to Medicaid and Hawki recipients;
		3. Recommendations for improving the quality of healthcare services furnished by each MCP;
		4. Methodologically appropriate, comparative information about all MCPs; and
		5. An assessment of the degree to which each MCP has addressed effectively the recommendations for quality improvement made by an EQRO during the previous year's EQR.
	2. The Contractor shall conduct the annual EQR using the most current CMS protocols within timeframes established in the Agency-approved work plan. The Agency preference is for EQRs to be conducted no earlier than August of each year.
	3. The Contractor shall contact each participating MCP at least six (6) months in advance of the onsite review and work with the Agency and each MCP to select a date (or dates if necessary) for the onsite review.
	4. The Contractor shall annually review and update MCP score cards, as defined by the Agency.
	5. The Contractor shall conduct a review that follows the standards contained in 42 C.F.R 438, Subparts D and E. The scope of the standards are:
		1. Availability of services §438.206;
		2. Assurances of adequate capacity and services §438.207;
		3. Coordination and continuity of care §438.208;
		4. Coverage and authorization of services §438.210;
		5. Provider selection §438.214;
		6. Confidentiality §438.224;
		7. Practice guidelines §438.236;
		8. Grievance and appeal process §438.228;
		9. Health information systems §438.242;
		10. Quality assessment and performance improvement program §438.330;
		11. Sub contractual relationships and delegation $438.230;
		12. Mechanisms to detect under- and over-utilization of services;
		13. Credentialing for long-term services and supports (LTSS) providers.
	6. The Contractor shall conduct annual interviews and onsite visits to determine MCP compliance with federal and state standards for access to care, structure and operations, and quality measurement and improvement (i.e., Administrative Interviews).
	7. Contractor shall perform an exit interview at the conclusion of the site visit with MCP staff to clarify the EQRO’s understanding of the information collected throughout the compliance review process.
5. Protocol4: Validation of Network Adequacy
	1. In accordance with the access standards set out in the MCP contract, the Contractor shall:
		1. Conduct an analysis that includes reviewing and determining the usefulness of the provider network files for each MCP provided by the Agency, determining the specific data submission requirements and parameters that MCPs must follow to submit data to the Contractor, determining the parameters of the study based on the data available, and determining the timeline for the completion of the study.
		2. Analyze the provider network files submitted by each of the MCPs. The analysis shall track the geographic distribution of providers and hospitals in comparison to the number of Medicaid and Hawki enrollees served in a particular coverage area by the MCPs as well as the distance and time needed to get to the provider. Any MCP that does not have adequate access to providers, including hospitals, in coverage area shall be identified.
		3. The Contractor shall conduct phone calls to a sample of primary care providers for each MCP to ascertain whether the providers are accepting new patients who are enrolled in the Medicaid and Hawki programs. The responses obtained from the phone survey calls shall be compared to the data provided by the MCPs on their provider file to validate the information. The Contractor shall work with the Agency to develop the appropriate statistically valid sample size for the survey and the timeframe for conducting the survey.
		4. Submit to the Agency a report using maps and written descriptions of the results of the analysis. The report shall contain a separate map of each provider group. The report shall contain the results of the phone survey.
		5. The provider network analysis activities to be performed will be done in accordance with appropriate federal requirements, including but not limited to 42 C.F.R Section §438.206.
	2. Contractor shall calculate and report Potentially Preventable Events (PPEs), to include admissions (PPAs), readmissions (PPRs), emergency room visits (PPVs), complications (PPCs), and ancillary services (PPSs).
	3. Contractor shall report the EQR results to the Agency. The provider network analysis shall be submitted separately as a stand-alone report.
6. Protocol 5: Validation of Encounter Data Reported by the Medicaid and CHIP MCP
	1. The Contractor shall conduct an annual validation of encounter data submitted by each MCP, and any other capitated Medicaid programs implemented during the contract period. This validation shall occur concurrently with activities listed in Section 1.3.1.3 A. The Contractor shall utilize the CMS protocol for determination of the accuracy and completeness of MCP encounter data and prepare an annual encounter data validation report for all programs that includes medical record reviews to validate performance and compliance
	2. The Contractor shall complete on an annual basis the following tasks prior to examining data produced by the MCP’s information system:
		1. Review the state requirements for collection and submission of encounter data by the MCPs;
		2. Review the MCP’s capability for collecting accurate and complete encounter data
		3. Review the MCP’s Information Systems Capabilities Assessment (ISCA); and
		4. Interview MCP personnel
	3. The Contractor shall review or conduct an ISCA to determine where the MCP’s information systems may be vulnerable to incomplete or inaccurate data capture, integration, storage, or reporting:
		1. The Contractor shall determine if the MCP has already undergone such a review and if the review findings are current.
		2. If a recent ISCA has been conducted, the Contractor shall obtain a copy of the findings.
		3. If the MCP has not recently undergone an ISCA, the Contractor shall conduct one consistent with the EQR Protocols:
			1. The Contractor shall provide the MCP a copy of the ISCA to complete. The MCP will complete the ISCA and provide supporting documentation to the Contractor within thirty (30) days
		4. The Contractor shall review the completed ISCA and supporting documentation to assess the adequacy of the MCP’s policies and procedures. The MCP’s answers shall be evaluated against state standards for:
			1. MCP information systems;
			2. Calculation and reporting of specific MCP performance measures; and
			3. Collection and submission of encounter data to the Agency.
		5. If a MCP answer does not sufficiently answer the question or does not appear to sufficiently meet process requirements, the Contractor shall note for follow-up and review further during the onsite review.
		6. The Contractor shall conduct an onsite review of the MCP information system and interview MCP information technology staff. The review shall include, but is not limited to, processing of all HIPAA 837 Professional and 837 Institutional sample of cases.
		7. The Contractor shall conduct follow-up interviews with MCP staff responsible for completing the ISCA and additional staff responsible for the MCP’s information system functions. Contractor-facilitated interviews shall focus on topics outlined in the ISCA interview guide with additional topics covered as necessary.
		8. The Contractor shall analyze information obtained through ISCA and follow-up interviews and submit a written report of findings to the Agency about the MCP’s information system and implications of the information systems review. Analysis, in a format approved by the Agency, shall include:
			1. Completeness and accuracy of encounter data collected and submitted to the Agency;
			2. Calculation and validation of performance measures;
			3. Ability of the MCP to conduct quality assessment and improvement initiatives; and
			4. Ability of the MCP to oversee and manage the delivery of health care to plan enrollees.
		9. The Contractor shall analyze encounter data and perform a series of checks to assess whether the encounter data can be used for analysis. The review shall include:
			1. Encounter and enrollment data;
			2. A focus on finding missing and erroneous data;
			3. Comparison of the findings to state standards and comparison error rates;
			4. Analysis of the completeness of encounter data over time; and
			5. Calculation of utilization rates.
		10. The Contractor shall develop and implement a plan, subject to Agency approval, for assessing data quality and standard processes for analyzing electronic encounter data.
		11. The Contractor shall review medical records:
			1. If the Contractor is unsure of the quality of the encounter data at the completion of the previous activity, it should not proceed to the medical record review activity. Rather, the Contractor shall repeat the previous activity or seek additional information until the Contractor is able to determine quality and usefulness of the submitted encounter data.
			2. Consistent with the federal EQR Protocols previously cited, the Contractor must undertake annual medical record reviews as part of encounter data validation and for those HEDIS® measures that require medical record review to calculate performance and compliance rates.
			3. These reviews must be conducted in accordance with state and federal HIPAA privacy and confidentiality statutes and regulations. The Agency will utilize the expertise of the Contractor in determining the number of records (sample size) that must be reviewed with consideration to appropriate statistical models and the topic under review or study.
		12. The Contractor shall use data available, including the Medicaid provider master file for address and other information to generate correspondence and mail-outs for purposes of data validation.
		13. The Contractor shall track compliance with requests and accuracy of address information to improve the validation process.
		14. The Contractor shall submit findings of encounter data validation review including, but not limited to, the following elements:
			1. A narrative report of findings;
			2. Data tables illustrating findings;
			3. Summary of statistics for each activity of the review; and
			4. Highlighted issues related to the accuracy and completeness of the encounter data reviewed.
7. **Optional EQR-related activities.** At the Agency’s request the Contractor shall perform the following activities:
8. Protocol 6: Validation of MCP Enrollee and Provider Surveys.
9. The Contractor shall validate and report on MCP enrollee and provider surveys of quality of care, including surveys that focus on satisfaction and experience with healthcare services, and particular aspects of clinical or non-clinical services, as determined by the Agency. The Contractor shall:
10. Conduct validation of MCP survey results shall include, but is not limited to:
11. Evaluation of the MCP sampling methodology;
12. Evaluation of the MCP survey administration methodology;
13. Evaluation of the MCP data collection process;
14. Evaluation of the soundness of the specified survey results by verifying whether the data for the survey results are accurately produced, calculated, and reported; and
15. Assessment of whether the MCPs have addressed quality improvement recommendations from previous reviews.
16. Submit the survey validation report to the Agency.
17. Protocol 7: Calculation of Additional Performance Measures
18. The Contractor shall, in consultation with Agency staff, review and periodically propose new performance measures to improve MCP performance or meet new state mandates and objectives. These performance measures shall be included on the MCP scorecards each year. The Contractor shall:
19. Review state performance measure requirements;
20. Outline its performance measure calculation activities and provide to the MCP:
21. A list and description of the State-required performance measures it plans to calculate;
22. A list of documents that the Contractor will need to review; and
23. A list of information the Contractor may need about the MCP’s structure and capacity to supply the data needed to calculate the performance measures.
24. Review the MCP’s Information System Capability Assessment (ISCA);
25. Calculate measures of MCP performance in accordance with State technical specifications and EQR Protocols:
26. Consistent with federal guidelines, the measures and objectives must be clear and verifiable;
27. For each performance measure, the Contractor shall construct a companion performance measurement worksheet that contains the technical specifications for the measure, benchmarks, performance standards, or any other information needed to analyze the performance measure according to the Agency’s requirements; and
28. The Agency has a particular interest in the Medicaid and CHIP core set of pediatric and adult measures identified by CMS in the Children’s Health Insurance Program Reauthorization Act of 2009, (CHIPRA) and the Affordable Care Act of 2010. Also of interest are measures and objectives relating to long-term services and supports, behavioral health, and PPEs.
29. Submit a report to the Agency on the MCP’s performance compared to Agency-established benchmarks or performance standards.
30. Protocol 8: Implementation of Additional Performance Improvement Projects (PIPs)
31. In consultation with Agency staff, the Contractor shall evaluate and periodically propose new PIP to improve MCP performance or meet new state mandates and objectives. The Contractor shall:
	1. Select the study topic(s), the Agency has a particular interest in PIPs that address some of the national health priorities CMS has identified (e.g., Partnership for Patients, Million Hearts Campaign, pediatric oral health, and childhood obesity).
	2. Define the study question(s);
	3. Use a representative and generalizable sample;
	4. Select the study variables(s);
	5. Use sound sampling methods (if sampling is used);
	6. Reliably collect data;
	7. Analyze data and interpret study results;
	8. Implement intervention and improvement strategies;
	9. Plan for “real” improvement;
	10. Achieve sustained improvement; and
	11. Submit a report to the Agency on performance improvement results.
32. Protocol 9: Conducting Focus Studies of Health Care Quality
33. The Contractor shall conduct focused; one-time studies on a particular aspect of clinical and/or non-clinical services at a point in time, for quality improvement (QI), administrative, legislative, or other purposes. The Contractor shall:
34. Select the study topic(s);
35. Define the study question(s);
36. Select the study variable(s);
37. Study the whole population or use a representative sample;
38. Use sound sampling methods;
39. Reliably collect data;
40. Analyze data and interpret study results; and
41. Report results to the Agency.
42. The Contractor shall conduct a comparative analysis utilizing the reports issued in compliance with the Scope of Work (i.e. Protocols 1-8). The Contractor shall:
43. Identify utilization trends, access issues, or other issues that may have an impact on Medicaid and CHIP enrollees. For example, if the provider analysis report indicates a shortage of providers in a certain area of the state, the comparative analysis should analyze whether or not the EQR also shows an access issue and whether this is reflected in encounter data.
44. Report results to the Agency identifying any finding from the analysis and make recommendations to the Agency for actions that may be needed.
45. The Contractor shall conduct a Validation of MCP quality management/quality improvement (QM/QI) plans. Each contracted Medicaid/ CHIP MCP must have a comprehensive ongoing QM/QI program in place. As part of this QM/QI program, each MCP is required to develop and maintain an annual and prospective five (5) year QM/QI work plan that sets measurable goals, establishes specific objectives, identifies the strategies and activities to be undertaken, monitors results and assesses progress toward the goals. The Contractor shall:
46. Review and evaluate these plans consistent with the federal EQRO Protocols previously cited; and
47. Report results to the Agency and make recommendations to the Agency for design improvements to current MCP QM/QI plans.
48. The Contractor shall work in conjunction with the Agency and MCPs to develop a global quality strategy plan. The Contractor shall:
49. Submit the quality strategy plan to the Agency for approval;
50. Review the quality strategy plan consistent with the federal EQRO Protocols previously cited, and update as needed. The quality strategy plan shall include, but is not limited to:
51. Identification of quality indicators;
52. Establishment of benchmarks, goals and validation of outcome measurements;
53. Identification of PIP topics and methodologies so that relevant clinical, administrative, and population-based improvement efforts are addressed as part of the Agency’s overall strategy to improve health care delivery and outcomes.
54. Conducting studies on quality that focus on a particular aspect of clinical or nonclinical services at a point in time; and
55. Coordination of the Centers for Medicare and Medicaid Services (CMS) outcome measures with MCPs.

**1.3.1.4 Readiness Review Key Deliverables and Content**

1. **Readiness Review Tool(s)**
2. The Contractor shall provide, subject to Agency approval, a readiness review tool(s) to assess the MCP’s level of compliance with State and Federal requirements, as well as their ability to provide the requested services to the State as set forth in the Contracts with the MCPs. The current Contracts can be found at this link: <https://dhs.iowa.gov/MED-16-009_Bidders-Library>
3. The Contractor shall ensure that the readiness review tool meets all current regulatory obligations as such regulations may be modified from time to time.

1. **MCP** **Desk Audits**
2. The Contractor shall perform a desk audit of the one identified contracted Medicaid MCP during the term of this contract. The desk audit should include, but no be limited to, a review of the following:
3. relevant policies and procedures;
4. program descriptions;
5. training materials;
6. educational materials;
7. incentive programs;
8. provider agreement templates;
9. provider access standards;
10. manuals and handbooks;
11. quality data; and
12. any other documents to demonstrate readiness to implement, such as:
13. MCP project implementation plan;
14. staffing plan;
15. geo access plan
16. financial statements; and
17. self-assessments from network providers
18. The Contractor shall report to the Agency potential areas of concerns that will be addressed during the on-site review of the MCP. The readiness review is an interactive process, and the Contractor shall provide the Agency with regular updates on the information identified in the review findings report prior to submission of the final report or the MCP reviewed.
19. **MCP** **On-Site Reviews**
20. The Contractor shall perform an on-site review of the identified Medicaid MCP during the term of the Contract. The on-site review should include, but not be limited to, a review of the following:
21. Credentialing files;
22. Critical processes and operating functions, such as:
23. Service authorization validation;
24. Training; and
25. Care coordination.
26. Demonstration of IT systems and testing, such as:
27. Critical MCP Systems;
28. Interface for eligibility, enrollment and encounter data; and
29. Claims processing.
30. Staff reviews.
31. The Contractor shall submit to the Agency a draft readiness review findings report after the MCP on-site review, identifying MCP deficiencies.
	1. The draft readiness review report shall include:
		1. A corrective action plan (CAP) template for the MCP to complete and submit as part of its CAP submission to the Agency and Contractor.
		2. The CAP template will detail all issues and deficiencies identified in the readiness review process.
	2. The readiness review is an iterative process, and the Contractor shall provide the Agency with regular updates on the information identified in the review findings report prior to the submission of the final report for the MCP reviewed.
32. **Follow**-**Up on Identified Issues**
33. The Contractor shall review the MCP’s CAP and timeline to remedy all deficiencies noted on the draft readiness review report and identify any issues or deficiencies that are the result of State activity
34. Once submitted by the MCP, the CAP template will serve as the weekly status report and activity log for follow up on identified issues.
35. The Contractor shall document the status of review for each deficiency and associated resolution by the MCP in the CAP template.
36. **Reporting**
37. Contractor shall submit the following:
38. Draft MCP readiness review report that includes the findings generated from the desk audit on-site review. The report shall include the CAP template for the MCP to complete and submit as part of its CAP submission to the Agency and Contractor;
39. CAP status review that documents the Contractor’s review of the MCP’s CAP and timeline to remedy all deficiencies noted in the draft readiness review report;
40. Meeting agendas and activity work plan documenting the Readiness Review process, which shall include updates on information identified in the MCP readiness review finding report; and
41. Final report for the MCP reviewed as part of the Readiness Review process.
42. If any protected health information (PHI) is contained in any of the reports submitted, the format and transmittal of reports shall comply with HIPAA standards.
43. **Contents** **of Readiness Review**
44. Compliance with the MCP Contracts: The Contractor shall evaluate the MCP’s compliance with the requirements found in the MCP Contract. The MCP Contract(s) is (are) between the Agency and the MCPs to deliver high quality healthcare services for the Iowa Medicaid, Iowa Health and Wellness Plan and Hawki programs. The Contractor’s review includes existing MCP contracts with the possibility that additional MCPs may be added to deliver Medicaid and dental benefits the review shall include, but not limited to, the following areas:
45. General and Administrative Requirements, including, but not limited to, requirements for:
46. Licensure and accreditation;
47. Subcontractor requirements;
48. Maintenance of records;
49. Disclosures;
50. Organizational structures;
51. Written policies and procedures;
52. Implementation plan; and
53. Confidentiality of member medical records and other information, including HIPAA compliance.
54. Scope and Covered Benefits, including, but not limited to, requirements for:
55. Covered benefits;
56. Continuity of care; and
57. Coordination with Medicare.
58. Long Term Services and Support, including, but not limited to, requirements for:
59. Level of care and support assessments;
60. Community-Based case management; and
61. 1915(c) and 1915(i) Waivers
62. Billing and Collections, including, but not limited to, requirements for:
63. Healthy Behaviors Programming;
64. Copayments;
65. Patient liability and;
66. IDPH Sliding Scale.
67. Provider Network requirements, including, but not limited to, requirements for:
68. Network development and adequacy; and
69. Requirement by provider type.
70. Enrollment, including, but not limited to, requirements for:
71. Enrollment discrimination; and
72. Member disenrollment.
73. Member Services, including, but not limited to, requirements for:
74. Marketing;
75. Member communications;
76. Member services helpline;
77. Nurse call line;
78. Electronic communications;
79. Member website;
80. Health education and initiatives;
81. Cost and quality information;
82. Advance directive information;
83. Member rights;
84. Redetermination assistance;
85. Member stakeholder engagement;
86. Stakeholder education;
87. Implementation support; and
88. Grievance appeals and state fair hearings.
89. Care Coordination
90. Quality Management and Improvement, including, but not limited to, requirements for:
91. Contractor Quality Management/Quality Improvement (QM/QI) Program;
92. Critical incidents; and
93. Provider preventable conditions.
94. Utilization Management, including, but not limited to, requirements for:
95. Utilization Management Program; and
96. Prior authorization.
97. Program Integrity, including, but not limited to, requirements for:
98. General expectation;
99. Program integrity plan;
100. Required fraud and abuse activities;
101. Reporting fraud and abuse;
102. Coordination and program integrity efforts;
103. Verification of services provided;
104. Obligation to suspend payments to providers;
105. Required provider ownership and control disclosures
106. Contractor reporting obligations for adverse actions taken on provider.
107. Applications for program integrity reasons; and
108. Enforcement of Iowa Medicaid program rules.
109. Information Technology, including, but not limited to, requirements for:
110. Information system services
111. Contingency and continuity planning;
112. Data exchange;
113. Claims processing;
114. Encounter claims submission;
115. Third party liability processing; and
116. Health information technology.
117. Performance Targets and Reporting Requirements, including, but not limited to, requirements for:
118. Provider network reports and performance targets;
119. Quality management reports and performance targets;
120. LTSS Reports and Performance Targets;
121. Quality of life reports and performance targets;
122. Utilization reports and performance targets; and
123. Claims reports and performance targets.
124. Compliance with Federal Requirements (42 C.F.R. §438.66). The Contractor’s review shall focus on the requirements that are necessary for quality operations with a priority on the core services of member enrollment/disenrollment, processing of grievances and appeals, violations subject to intermediate sanctions, and violations of the conditions for federal financial participation. The review shall include, but not be limited to, the following areas:
125. Operations and Administration, including but not limited to:
126. Administrative staffing and resources;
127. Delegation and oversight of MCP responsibilities
128. Enrollee and provider communications;
129. Grievances and appeals;
130. Member services and outreach;
131. Provider network management; and
132. Program integrity and compliance.
133. Service Delivery, including but not limited to:
134. Case management/care coordination;
135. Service planning;
136. Quality improvement; and
137. Utilization review.
138. Systems Management
139. Claims management; and
140. Encounter data and enrollment information management.
141. Information Technology Review
142. In addition to the requirements listed in Section 1.3.1.3.A.5.a the Contractor shall ensure that the readiness review assesses the MCP’s IT systems to ensure they are prepared to provide all functions required for meeting the State’s needs. The Contractor shall ensure that the review shall include, but not be limited to, the following areas:
143. Technical and Functional System Designs and Scalability;
144. Architectural Review including SaaS, Cloud Based Services, On-Premise and Off-Premise, and Data and Security Compliance Standards and HIPAA, Integration of Services Utilization of Service Oriented Architecture;
145. Claims Processing and Adjudication;
146. Encounter Data Management;
147. Provider Network Management, with focus on:
148. Eligibility
149. Enrollment/disenrollment
150. Prior authorization;
151. Referrals;
152. Credentialing and re-credentialing
153. SLAs/pricing agreements;
154. Appeals and grievances; and
155. Service and supports.
156. Member Network Management, with a focus on;
157. Eligibility
158. Enrollment/disenrollment
159. Credentialing
160. Appeals and grievances; and
161. Services and supports.
162. Information Systems Capability Assessment. The Contractor shall conduct an Information Systems Capability assessment (ISCA) for each of the MCPs. The purpose of the ISCA is to examine the MCP’s information systems, data processing, and reporting procedures to determine the extent to which they support the production of valid and reliable state performance measures and the capacity to manage the health care of the MCP’s enrollees. The ISCA shall include the following components:
163. Information systems;
164. Hardware;
165. Security;
166. Administrative data;
167. Enrollment systems;
168. Ancillary systems;
169. Provider compensation and monitoring; and
170. Electronic health records.

1.3.2 Performance Measures.

1. The Contractor shall submit the work plan, communications plan, and standardized reports templates to the Agency for approval no later than fifteen (15) days after the effective date of the Contract. The Contractor must receive final approval of these documents within fifteen (15) days of the first submission.
2. The Contractor shall submit the final interface control document and disaster recovery plan to the Agency no later than thirty (30) days after the effective date of the Contract.
3. Unless otherwise identified, the Contractor shall provide all identified deliverables in an Agency-approved format and in accordance with timeframes established in the Agency-approved work plan.
4. For Protocols 1-5, the Contractor shall meet the following reporting timeframes:
5. Submit a draft of the EQR report to the Agency and the MCP reviewed within thirty (30) days from the date of the EQR.
6. Allow the Agency and the MCP reviewed forty-five (45) days to provide comments on the draft report.
7. Within fifteen (15) days from the date the comments are due (or ninety [90] days from the date of the EQR), submit a final report to the Agency and the MCP reviewed.
8. For Protocols 6-9, the Contractor shall meet the following reporting timeframes for any Protocols required or requested by the Agency:
9. Submit a draft of the report to the Agency and the MCP reviewed within thirty (30) days of Protocol completion.
10. Allow the Agency and the MCP reviewed forty-five (45) days to provide comments on the draft report.
11. Within fifteen (15) days from the date the comments are due (or ninety (90) days from the date of Protocol completion), submit a final report to the Agency and the MCP reviewed.
12. The Contractor shall validate each year at least ten (10) performance measures submitted by each MCP.
13. The Contractor shall submit a draft report on the focused study to the Agency within thirty (30) days of the conclusion of the study. Contractor must receive final approval of the report within fifteen (15) days of the first submission.
14. All submitted reports shall be concise, free from typographical and grammatical errors, and come to logical conclusions, and
15. The Contractor shall notify the Agency within two (2) business days of any problems associated with data contained in any files submitted by the Agency.
16. Unless otherwise identified, the Contractor shall provide all identified deliverables for the Readiness Review in an Agency approved format and in accordance with timeframes established in the Agency approved work plan.

**1.3.4 Contract Payment Methodology**

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

The Contractor will be paid a fixed amount for services rendered, in accordance with the pricing set forth in Special Contract Attachment A (i.e. the Cost Proposal).

1.3.4.2 Payment Methodology.

For Protocols 1-5, the Contractor may invoice 80% of the amount for each Protocol in equal monthly installments. The remaining 20% withhold may be invoiced on December 31st of each year, and will be paid upon Agency confirmation that Deliverables have been met according to performance measures and the Agency-approved work plan.

For Protocols 6-9, the Contractor may invoice 80% of the amount for each Protocol requested in the month that the draft report or deliverable is submitted to the Agency. The remaining 20% withhold may be invoiced at the upon Agency acceptance of final deliverables at the conclusion of the requested Protocol, and will be paid upon Agency confirmation that Deliverables have been met according to performance measures and the Agency-approved work plan.

For the Readiness Review, the Contractor may invoice 80% of the amount for each milestone requested in the month that the milestone is acknowledge in wirttin by the Agency as completed. The remaining 20% withhold may be invoiced upon the Agency acknoelegment in writing that the transition of monitoring of outstanding readiness review items to the Agency has been completed, and will be paid upon Agency confirmation that this milestones has been met according to performance measures and the Agency approved work plan.

Determination of whether Deliverables have been met is strictly and solely at the discretion of the Agency. Each invoice will include documentation itemizing all work completed.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

Kera Oestreich

Hoover State Office Building

1305 E Walnut Street

Des Moines IA, 50319-0114

Phone: 515-321-8679

RFPMED-22-003@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Reserved (Online Resources.)

***2.5 Intent to Bid.***

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

***2.6 Reserved. (Bidders’ Conference)***

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for Bidder Questions as provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency’s written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

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

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

2.9 Amendment to the RFP and Bid Proposal.

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

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

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

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

* The Issuing Officer must receive the Bid Proposal and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
* The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
* The Bidder shall meet the requirements in RFP Section 1.3.1.1.A to be eligible to submit a bid.

2.13.2 Reasons Proposals May be Disqualified.

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

* Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
* Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
* Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
* Bidder fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
* Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: <https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content>

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

Email: reconsiderationrequest@dhs.state.ia.us

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

| **Subject**  | **Specifications** |
| --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.  |
|  **Page Limit** | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a “Tab 3 Attachments” section is limited to 125 pages. See Section 3.2 for further information about Tab 3 Attachments.  |
| **Pagination** | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| **Bid Proposal General Composition** | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.
* Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.
* Bid Proposals must be bound and use tabs to label sections.
 |
| **Envelope Contents and Labeling**  | * Envelopes shall be addressed to the Issuing Officer.
* The envelope containing the original Bid Proposal shall be labeled “original.” The Technical and Cost Proposal must be packaged separately.
 |
| **Number of Hard Copies** | Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.  |
| **USB Flash Drive** | * The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit 4 flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and 2 copies of the Cost Proposal with a copy identical to the content of the original hard copy of the Cost Proposal.
* The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
 |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:* The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.
* The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.
* The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.
* The transmittal letter may not be marked confidential.
* The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.
* The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-base d and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
 |
| **Exceptions to RFP/Contract Language** | If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.The Agency reserves the right either to execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.  |

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1:

**Transmittal Letter.**

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

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

The Bid Proposal must contain a table of contents.

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

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

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

**Information Bidders Must Submit That is Specific to This RFP.**

The bidder shall provide the following in a separate attachment to the RFP:

1. Draft project work plan detailing all activities and timelines;
2. Draft communications plan specifying expectations for all parties involved;
3. Sample standardized reports including a sample external quality review report; and
4. Draft review tools and protocols.

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

The bidder shall provide the following information regarding the organization’s experience:

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

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

For each similar service, provide a matrix detailing:

• Project title

• Project role (primary contractor or subcontractor);

• Name of client agency or business;

• Start and end dates of service;

• Contract value;

• General description of the scope of work;

• Whether the services were provided timely and within budget; and

• Contact information for the client’s project manager including address, telephone number, and electronic mail address.

• Estimated volume of members receiving services under the programs being reviewed.

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

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

3.2.4.5 For verification purposes of Independence requirement (see RFP Section 1.3.1.1.A.1) the bidder shall:

• Certify that all proposed subcontractors and any staff assigned to the resultant contract meet the requirements on RFP Section 1.3.1.1.A.1

• Make required disclosures to ensure they are independent, as defines in 42 CFR 438.354(c)

3.2.4.6 For verification purposes of Competence, the bidder must meet the requirements on RFP Section 1.3.1.1.A.2, which must be demonstrated in its response packet (See RFP 3.2.4.2 and 3.2.4.3).

**3.2.5 Information to Include Behind Tab 5: Personnel.**

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

* One showing overall operations
* Oneshowing staff who will provide services under the RFP

**3.2.5.2 Names and Credentials of Key Corporate Personnel.**

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

**3.2.5.3 Information About Project Manager and Key Project Personnel.**

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

**3.2.5.4 Disclosures.**

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

**3.2.6 Information to Include Behind Tab 6: RFP Forms.**

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

* Release of Information Form
* Primary Bidder Detail & Certification Form
* Subcontractor Disclosure Form (one for each proposed subcontractor)

**3.2.7 Reserved**

**3.3 Cost Proposal.**

**Content and Format.**

The Bidder shall provide the following information in the Cost Proposal:

* The Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment F of this RFP. Bidders should submit both an Excel and a PDF version of Attachment F.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

The Issuing Officer will review each Technical Proposal packet to verify submission requirements have been met. Technical Proposals that do not meet the Mandatory Requirements (see RFP Section 2.13.1) will be rejected and will not be evaluated. When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **Bidder’s Approach to Meeting Deliverables (Section 3.2.4) and Special Submission (Section 3.2.4)** | - | - | - |
| **Scope of Work – Section 1.3**  | - | - | **-** |
| General Obligations – EQR qualifications Sections 1.3.1.1.B, C and D. | 110 |  | **440** |
| Transition Phase – Section 1.3.1.2  | 80 |  | **320** |
| EQR Key Deliverables – Section 1.3.1.3 | 125 |  | **500** |
| Readiness Review Key Deliverables and Content – Sections 1.3.1.4.A, B, and C.  | 130 |  | **520** |
| **Experience – Section 3.2.4** | - | - | **-** |
| Bidder’s Level of Technical Experience - Section 3.2.4.1 | 150 |  | **600** |
| Experience With Similar Services – Section 3.2.4.2 | 100 |  | **400** |
| References – Section 3.2.4.2 | 55 |  | **220** |
| **Personnel – Section 3.2.5** | - | - | **-** |
| Tables of Organization – Section 3.2.5.1 | 30 |  | **120** |
| Names and Credentials of Key Corporate Personnel – Section 3.2.5.2 | 40 |  | **160** |
| Information about Project Manager and Key Project Personnel – Section 3.2.5.3 | 60 |  | **240** |
|  |  |  |  |
| **Total**  | **880** |  | **3,520** |

**Scoring of Cost Proposal Pricing.**

Cost Proposal pricing will be scored based on a ratio of the lowest Cost Proposal versus the cost of each higher priced Bid Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. The formula is:

**Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)**

**Total Points Assigned to Pricing: 1,780**

**Total Points Possible for Technical and Cost Proposals: 5,300**

4.4 Recommendation of the Evaluation Committee.

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

# Attachment A: Release of Information

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Bidder Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
	2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
	3. Bidder has received any amendments to this RFP issued by the Agency;
	4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
	5. If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
	6. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.
2. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
	2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
	3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
	4. Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,

2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

1. **EXECUTION.**

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

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

|  |  |
| --- | --- |
| **Signature for Subcontractor:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment D: Additional Certifications

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

* 1. **CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 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 Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 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. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 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 Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
	1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.
	1. **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

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

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

* 1. **CERTIFICATION REGARDING DRUG FREE WORKPLACE**
1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
2. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the person’s policy of maintaining a drug- free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug abuse violations;

1. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
2. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

1. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
2. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
3. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
4. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
5. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
6. take appropriate personnel action against such employee up to and including termination; or
7. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
	1. **NON-DISCRIMINATION**

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

Attachment E: Certification and Disclosure Regarding Lobbying

*(Return this executed form behind Tab 3 of the Bid Proposal.)*

**Instructions:**

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

***Statement for Loan Guarantees and Loan Insurance***

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

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

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

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

🞏 The bidder is NOT including a disclosure form as referenced in this form’s instructions because the bidder is NOT required by law to do so.

🞏 The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this Attachment E in the Proposal.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |



#

# Attachment G: Sample Contract

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| MED-22-003 | *{To be completed when contract is drafted.}* |

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

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

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services1305 E. WalnutDes Moines, IA 50319-0114 | **Agency Billing Contact Name / Address:***{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** *{To be completed when contract is drafted.}* | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** *{To be completed when contract is drafted.}* |

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

|  |
| --- |
| **Contract Information** |

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

|  |
| --- |
| **Contract Execution** |

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

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

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

*{To be completed when contract is drafted.}*

***1.2 Contract Purpose.***

*{To be completed when contract is drafted.}*

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

**1**.**3.2 Performance Measures.**

*{To be completed when contract is drafted.}*

**1.3.3 Monitoring, Review, and Problem Reporting.**

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

* Verify Invoices and supporting documentation itemizing work performed prior to payment;
* Determine compliance with general contract terms, conditions, and requirements; and
* Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
* The Agency’s representative will perform at minimum monthly desk monitoring of deliverables, reports, corrective action plans, and results to determine the success of the Contractor.
* The Agency's representative will meet at minimum monthly with the Contractor's project manager to discuss status, timelines, and issue resolution related to the project.
* Use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.
* Require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

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

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

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

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

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

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

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

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

***1.4 Insurance Coverage.***

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

|  |  |  |
| --- | --- | --- |
| **Type of Insurance** | **Limit** | **Amount** |
| General Liability (including contractual liability) written on occurrence basis | General AggregateProduct/CompletedOperations AggregatePersonal InjuryEach Occurrence | $2 Million$1 Million$1 Million$1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Professional Liability | Each OccurrenceAggregate | $2 Million$2 Million |

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

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

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

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

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

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

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

***1.6* Reserved. *(Labor Standards Provisions.)***

***1.8 Incorporation of General and Contingent Terms.***

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

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

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

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

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