

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Third Party Administration of Voluntary Group Vision Insurance Plan	RFP Number:	1118005087
Agency:	Iowa Department of Administrative Services		
State seeks to purchase:	Administer the Vision Benefits for State Employees and Retirees	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	2	Number of possible annual extensions:	4
Initial Contract term beginning:	January 1, 2019	Ending:	December 31, 2020
State Issuing Officer:			
Nancy Wheelock, Purchasing Agent			
515-725-2268 Nancy.wheelock@iowa.gov			
Department of Administrative Services Central Procurement Bureau Hoover Building, FLR 3 1305 E. Walnut Street Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		April 5, 2018	
State Issues RFP		April 9, 2018	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		April 17, 2018 3:00 PM CT	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		April 19, 2018	
Proposals Due Date:		May 15, 2018	
Proposals Due Time:		3:00 PM CT	
Anticipated Date to execute contract:		July 1, 2018	
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/		
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf		
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Digital, & 3 Copies	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		120 Days	

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” or “Department” means the Iowa Department of Administrative Services.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 7.1.

“Contractor” means a vendor submitting a Proposal in response to this RFP.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Member” means any person enrolled in the vision insurance plan, including any enrolled spouse and dependents of the Contract holder, subject to the terms, conditions and limitations described in the Benefits Summary.

“Proposal” means the Contractor’s proposal submitted in response to the RFP.

“Provider” means any licensed provider recognized by Contractor for the provision of Covered Services to Members.

“Responsible Contractor” means a Contractor that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM or flashdrive. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit

timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

Contractor should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.

1.4 Background Information

This RFP is designed to provide Contractors with information for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide a fully insured voluntary group vision insurance plan and other requested services for all fulltime employees, retirees and their eligible dependents. There are approximately 19,000 full-time employees and 7,000 State retirees who are eligible to participate in the program. All proposals must include a nationwide network with required access. The selected Contractor will be expected to project costs, as well as assume fiduciary responsibilities for the plan.

The State is seeking eligible Contractors to propose a solution for one voluntary group vision insurance plan.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the State.

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor will not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

2.12.1 The Contractor fails to deliver the Cost Proposal in a separate envelope.

- 2.12.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Contractor is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Contractors, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications

or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will 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 Proposals.

2.22 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.23 Contractor Presentations

Contractors may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.30 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: RFP1118005087
RFP Title: Administration of Voluntary Group Vision Insurance Plan
Nancy Wheelock, Purchasing Agent 3
Department of Administrative Services
Central Procurement Bureau
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

1 Original, 1 Digital, & 3 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on digital media

3.1.2 If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) hard copy and one (1) digital copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

3.1.3 Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals.

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 Executive Summary

The Contractor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.

3.2.3.2 An overview of the Contractor's plans for complying with the specifications of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Contractor shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm.
- 3.2.5.12** Contractor shall describe any pending agreements to merge or sell the company.
- 3.2.5.13** The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

3.2.6.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’s performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.6.6 Provide the following detailed information on a maximum of three (3) of the company’s largest benefit plans in which you provide a medical insurance and administrative services.

- a. Name of employer sponsoring plan
- b. Date the vendor was hired
- c. Plan inception date
- d. Number of members participating in the plan
- e. Number of members eligible to participate
- f. Types of services provided to plan sponsor
- g. Contact information (name, phone number, fax number, email address)

3.2.6.7 Has your organization ever held a contract with the State of Iowa? If so, specify dates, contracting department, the name, and title of the state official overseeing the contract, and the services performed.

3.2.6.8 Provide details on specific experience your company has had in each of the following areas. Public sector examples are preferred. (Details will include plan category, name of the employer sponsoring plan, the number of members involved, and the size of the plan.)

- a. Performing vision benefit plan insurance and administration.
- b. Providing a nationwide vision network.
- c. Operating an interactive voice response telephone system for members.
- d. Designing written communication items, such as forms, brochures, PowerPoint presentations, and flyers to be provided to members.
- e. Receiving electronic eligibility data from employer plan sponsors.

3.2.6.9 What is your total number of employer clients for vision insurance? In the table below, provide the average number of members in Iowa for the time periods specified:

	Iowa
As of January 2015	
As of January 2016	
As of January 2017	

3.2.6.10 What is your average client size (in terms of members)? What is the size of your largest client (number of members)?

3.2.6.11 What ratings have you received from the following rating companies?

Company	Rating
A.M. Best	
Standard & Poor's	
NCQA	

Contractor shall explain any downgrade in its ratings in the last 2 years.

3.2.7 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. Designate the names, titles, location, telephone numbers, email addresses, and fax numbers of the following representatives of the company. For the account service individuals listed, provide brief biographical information, such as years of service with your company, experience as it relates to this proposal, and the number of clients for which they perform similar services.

- a. The key individual representing your company during the proposal process;
- b. The key individuals on your proposed implementation team;
- c. The key individual who will be assigned overall contract management; and
- d. The key individual responsible for day-to-day service.

3.2.8 Termination, Litigation, Debarment

The Contractor must provide the following information for the past five (5) years:

- 3.2.8.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.8.2** State whether, during the preceding three-year period, Contractor has been terminated by any large (5,000+ employees) client. If Contractor has been terminated on any vision benefit plan contract, identify each such contract, provide a description of the facts and circumstances of the termination, and provide the name, address, and telephone number of a contact person with the entity with whom the Contractor had the contract.
- 3.2.8.3** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.8.4** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.8.5** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.8.6** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.9 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.10 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.11 Business Associate Agreement

By submitting a Proposal, Contractor acknowledges its acceptance of the Business Associate Agreement (**Attachment 8**) without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own business associate terms or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.12 Acceptance of State of Iowa Security Terms

By submitting a Proposal, Contractor acknowledges its acceptance of the State of Iowa Security Terms (**Attachment 7**) without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own security terms or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.13 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.14 Authorization to Release Information

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

3.2.15 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. Proposed cost shall be all-inclusive. See Attachment #5.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Contractor.

3.3.3 Contractor Discounts

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

Overview

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

4.1 Term of the Agreement

The agreement will commence upon execution of the Contract and will be for a period of two (2) years. The State will have the option to renew such Contract for up to (4) four annual renewal periods for a maximum total Contract term of six (6) years.

4.2 Desired Funding Arrangement

The State requires a fully-insured funding arrangement proposal in response to this RFP. The State also requests rates on a three-tier basis (employee, employee +1, or family) for the state of Iowa vision insurance plan as specified in Section 4.7.

The State currently offers two vision discount plans, Avesis and EyeMed. The current breakdown of plan usage and anticipated usage of the new vision insurance plan is below:

Tier	Current Usage*	Percentage per Category	Anticipated Usage with Vision Insurance Plan
Employee	722	30%	1,500
Employee + 1	765	32%	1,600
Family	890	38%	1,900
TOTAL:	2,377	100%	5,000

*The current usage numbers do not include retiree usage.

The State does not guarantee any level of member participation; however, the State anticipates a higher level of member participation with a more substantial vision insurance plan.

4.3 Contributions

The employee or retiree will pay 100% of the premium.

4.4 Premium Rates

The Contractor must guarantee the premium rates for the initial two (2) year term of the Contract.

4.5 Renewal Trend Calculation

The overall renewal trend will be comprised of Contractor’s book of business cost trend.

4.6 Current Vision Insurance Plan

Currently, the State of Iowa does not sponsor a vision plan for employees, dependents, and retirees. The State permits payroll deductions for the current Avesis Vision Plan and EyeMed Vision Discount Plans.

4.7 The Vision Insurance Plan Chart

The State is looking to offer one vision plan. The specifications for the vision insurance plan the State will offer are provided in the chart below.

Benefit Frequency	
Exam	Once within a 12 month period defined by last date of service
Lenses or Contact Lenses	Once within a 12 month period defined by last date of service
Frame	Once within a 12 month period defined by last date of service
Low vision supplementary testing	Once within a 12 month period defined by last date of service
Low vision aides	Once within a 24 month period defined by last date of service

Vision Care Services	In-Network Member Cost	Out-of Network Reimbursement
Exam		
Exam	\$10 copay	Up to \$35
Dilation	\$0	N/A
Eye exam refraction	\$0	N/A
Lens		
Single vision	\$25 copay	Up to \$25
Bi-focal	\$25 copay	Up to \$40
Tri-focal	\$25 copay	Up to \$55
Standard progressive lens	\$25 copay	Up to \$55
Premium (short corridor) progressive lens	\$25 copay	Up to \$55
Lenticular	80% of charge less \$120, plus \$25 copay	Up to \$55
Other lens type	80% of charge	N/A
Lens Options		
Standard polycarbonate	\$40 copay	N/A
Standard plastic scratch coating	\$15 copay	N/A
Tint	\$15 copay	N/A
UV treatment	\$15 copay	N/A
Standard anti-reflective coating	\$45 copay	N/A
Other lens options	80% of charge	N/A
Frames		
Frame	\$25 copay up to \$175 retail frame cost: Member is responsible for balance over \$175	Up to \$70 allowance
Contact Lenses		
Contact lens – conventional	85% of balance over \$130	Up to \$104
Contact lens – disposal	Balance over \$130	Up to \$104
Standard fit and follow-up exam	\$0	Up to \$40
Premium fit and follow-up exam	\$0 copay, 10% off retail price then apply \$55 allowance	Up to \$40
Medically necessary contacts	\$0	Up to \$200
LASIK or PRK Vision Correction	85% of retail price or 95% of promotional price	N/A
Low Vision (subject prior approval by the Contractor)		
Supplementary testing	\$10 copay, covered in full	Up to \$125 allowance
Vision aides	100% coverage after 25% copay with a \$1,000 maximum allowance	100% coverage after 25% copay with a \$1,000 maximum allowance

4.7.1 Definitions for Vision Insurance Plan Chart

“Optical low vision aids” means aids that use magnifying lenses to make objects look larger and easier to see. Examples are:

- Magnifying spectacles: Magnifying spectacles are worn like eyeglasses to keep the hands free.
- Stand magnifiers: Stand magnifiers rest above the object you are looking at. This helps to keep the lens at a proper distance.
- Hand magnifiers
- Telescopes: Telescopes are used to see objects or signs far away. Some telescopes can be attached to eyeglasses. Others are held like binoculars.
- Video magnifiers: Video magnifiers are electronic devices make printed pages, pictures, or other small objects look bigger.

“Contacts medically necessary” means contact lenses can be deemed medically necessary in specific cases when spectacle correction does not offer adequate vision. These cases most commonly include significant corneal irregularity due to keratoconus, corneal scarring, or irregularity due to trauma, and high prescriptions from either the surgical removal of the natural lens (Aphakia) or severe nearsightedness (Progressive Myopia).

“Contact Lens - Conventional” means conventional soft contacts which can last up to a year or conventional rigid gas permeable (RGP) which can last more than a year.

“Contact Lens – Disposable” means contacts which last from one day (daily wear) to up to two weeks (extended wear).

“Lenticular lenses” means lenses which are used to correct extreme hyperopia (farsightedness) which causes difficulty focusing on near objects. This condition often created by cataract surgery when lens implants are not possible. They are also referred to as post-cataract or post-operative lenses.

“Premium Fit and Follow-Up Exam” means contact lens fittings for more complex applications.

“Standard Fit and Follow-Up Exam” means contact lens fittings of clear, soft, spherical, daily-wear contact lenses for single-vision prescriptions.

“Standard Polycarbonate” means lenses which are lighter in weight, thinner, and ten times more impact-resistant than plastic or glass lenses. Additionally, polycarbonate lenses provide 100% UV protection.

4.8 Eligibility for the Program

Eligibility for the program will be benefit-eligible employees, retirees and eligible dependents. Benefit-eligible is defined as working at least 20 hours per week. There are approximately 19,000 full-time employees and 7,000 State retirees.

4.9 Plan Members

A plan Member is defined as an active employee working 20 or more hours per week, qualified retiree, or eligible dependent.

4.9.1 Eligible family members for vision insurance coverage are:

- Spouse
- Domestic
- Children
 - Natural child
 - Child placed for adoption or a legally adopted child
 - A child for whom the employee has legal guardianship
 - Stepchild
 - Foster child

4.9.2 Eligible Children

- A child may be covered for vision insurance through the end of the year in which he/she turns age 26.
- A child who is unmarried and a full-time student in an accredited institution of postsecondary education may be covered regardless of age.
- An unmarried child who is totally and permanently disabled, physically or mentally may be covered regardless of age. (The disability must have existed before the dependent child turned age 26 or while a full-time student.)

4.10 Vision Claims and Eligibility Administration

4.10.1 Personally Identifiable Information

- a. Contractor must provide identification cards that do not list Member social security numbers.
- b. Contractor must not use full Social Security numbers in any correspondence as a way to identify Members.

4.10.2 Self-Enrollment Portal

- a. Contractor shall provide file feeds to the State of the eligibility information generated from the self-enrollment portal to allow for integration with the State's payroll system.

4.10.3 Customization of Forms and ID Cards

Contractor shall have the ability to provide customized standard communications/reports (e.g., sample identification cards, medical explanation of benefits (EOB), enrollment form/kits, billing statements).

4.10.4 Coordination of Benefits (COB)

- a. Contractor's system shall at a minimum maintain spouse's employment, date of birth, and other coverage information.
- b. Contractor shall have computer edit checks or triggers to initiate COB application.

4.11 Customer Support Services

- 4.11.1 The Contractor shall maintain a toll-free telephone number to respond to Member inquires as well as a toll-free TDD line for hearing impaired Members.
- 4.11.2 Customer service support must be available from 8:00 a.m. – 5:00 p.m. Central Time, Monday through Friday.
- 4.11.3 Contractor must provide an account representative for the State of Iowa services defined in this RFP.
- 4.11.4 Upon proper identification, the Contractor shall, to the extent possible, answer inquiries over the telephone.
- 4.11.5 The Contractor shall also provide an interactive voice response toll-free telephone system, which will enable Members to obtain current, personalized information as well as general information concerning the Plan.
- 4.11.6 Contractor shall provide client-specific customer service representative training to its staff prior to the State’s plan start date.
- 4.11.7 Contractor’s customer service representatives shall have access to claims history and previous call notes when a Member calls in to ask a question.
- 4.11.8 Customer service representatives shall have on-line access to the following information.

Contractor shall confirm availability below: (type “X” in box)

	Eligibility
	Actual claims (scanned claim form)
	Claims history/status
	Benefits descriptions
	Status of question/complaint
	Provider status/information
	Other, please specify

- 4.11.9 Members shall be able to leave voicemails with Contractor’s customer service representatives.

4.12 Website Functionality

- 4.12.1 Contractor shall provide a website which allows State employees to access their insurance coverage information.
- 4.12.2 Contractor’s website shall allow State administrators access for reporting purposes and other information. Contractor must provide a link to its website in the Proposal and include a user ID and password, if applicable.

4.12.3 Contractor’s website shall, at a minimum, have the following capabilities. Contractor will confirm its website’s capabilities below:

Member Can:	Yes	No
Find a provider (Name, address and location)		
Check the status of a claim		
Review Claims for self and/or dependent		
Print out (or request) an ID card		
E-mail a question		
Verify eligibility		
Inquire about plan design		
Review covered items under the plan on-line (i.e., On-line Summary Plan Description (SPD)		
Other?		
Employer Can:		
	Yes	No
Create/Build Reports		
Print Reports		
Print directories		
Ask a question		
View eligibility information		
Other?		
Provider Can:		
	Yes	No
Check eligibility of Member		
Submit a claim electronically		
Search for a specialist		
Check status of claim payment		
Check to see if an item is covered		
Review plan requirements (for Pre-Cert)		
Other?		

4.12.4 Contractor shall offer Members a mobile application.

4.12.5 Contractor shall provide its booklet certificate in PDF format for the State’s use on its website.

4.13 Reporting

4.13.1 Contractor shall confirm it will provide the following minimum reporting requirements:

- a) Monthly Enrollment Reports
- b) Monthly Claim Reports
- c) Quarterly Utilization Reports
- d) Semi-Annual Utilization Reports
- e) Annual Utilization Reports

4.13.2 Contractor shall develop standard reports, by predefined State groups, as well as provide a comprehensive program financial summary at no charge.

4.13.3 The reporting capabilities of the proposed solution must include Ad Hoc report-writing capability.

4.14 Quality Controls & Audits

4.14.1 At a minimum, Contractor shall perform an annual claims audit on the State's plan.

4.14.2 Contractor must have a disaster recovery plan for restoring application software and master files.

4.15 Performance Criteria and Member Surveys

4.15.1 Performance Criteria

The successful Contractor will work with the State to establish performance criteria which will be incorporated into the Contract.

4.15.2 Member Surveys

Contractor shall perform Member surveys to determine Member satisfaction on a semi-annual basis (every six months) and provide a report of the survey results to the State within 45 days of completion of the survey. Contractor shall provide a copy of any customer satisfaction surveys currently used for its client base in its Proposal.

SECTION 5 SPECIFICATIONS

Overview

The successful Contractor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating **“yes”** a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 5.1.1** The Contractor and any subcontractor must have all the necessary State of Iowa licenses, filing registrations and/or certificates to offer the products and services requested in this RFP.
- 5.1.2** Contractor must have the ability to provide a nationwide vision provider network and administer its proposed plan designs within the timelines stated in the RFP.
- 5.1.3** Contractor must accept the fiduciary responsibility for the vision insurance plan.
- 5.1.4** The Contractor must have provided the services and products requested in this RFP in the State of Iowa for at least five (5) years, ending December 31, 2017.
- 5.1.5** Contractor must have successfully provided at least two (2) similar contracts in size, (10,000+ employees) during the last five (5) years ending December 31, 2017.
- 5.1.6** Contractor must guarantee its proposed premium rates for the initial two (2) year period of the Contract.
- 5.1.7** Contractor must provide the State with a Fidelity/Crime Bond in the minimum amount of two (2) million dollars per occurrence.
- 5.1.8** Contractor must have the ability to provide the services in this RFP within the contiguous United States. No Member or claim information may be transmitted in any manner outside of the contiguous United States.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

5.2.1 Section 4 – Scope of Work

Contractor shall provide a point by point response to the specifications in Section 4 – Scope of Work. Provide further explanation when a “yes” or “no” response is not adequate. Contractor shall explain any deviations from the specifications provided.

5.2.2 Provider Credentialing and Network Maintenance

Contractor shall describe its system for maintaining credentialing information and how often each network provider is re-credentialled. Contractor shall explain what information is verified during network provider re-credentialing.

5.2.3 Customer Service

Contractor shall provide the following information on the specific areas listed below that will be servicing the State of Iowa.

	Geographical Location(s)	Hours of Operation (Central time)	Is this service Subcontracted? Yes or No? <i>If Yes, provide name of company to which the function is subcontracted.</i>
Member Service Center			<input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No
Claims Administration Office			<input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No
Account Management Office			<input type="checkbox"/> Yes <i>Specify Company Name:</i> _____ <input type="checkbox"/> No

5.2.3.1 Contractor shall describe its typical number of customer service representatives per company members.

5.2.3.2 Contractor shall explain how many fully dedicated representatives are typically assigned to clients of this size.

5.2.3.3 Contractor shall describe its customer service triage approach (e.g., live or phone tree) and its call tracking abilities. How many menu options does a Member have to go through to get to a live operator?

5.2.3.4 Contractor shall describe the range of services provided by its customer service representatives and the qualifications of its customer service staff.

5.2.3.5 Contractor shall provide the address and phone numbers for the call center unit that would service the State.

Call Center	
Address	
Phone Numbers	

5.2.3.6 Contractor shall indicate the total number of members and groups serviced out of this location:

Call Center	
Total Members	
Groups Serviced	

5.2.3.7 Contractor shall indicate the average monthly call volume for 2016 and 2017 for this location:

	Answer
2016 Monthly Call Volume	
2017 Monthly Call Volume	
Call Capacity:	

5.2.3.8 Contractor shall explain whether its company owns and operates the claims facility or contracts these services to a subcontractor.

5.2.3.9 Contractor shall explain the methods of communication available to participating Members concerning claims, questions, complaints, etc.

5.2.4 Vision Services

5.2.4.1 Contractor shall answer “Yes” or “No” on what services are performed in its basic/routine eye exam:

Please answer <u>Yes</u> or <u>No</u> on what services are performed in the basic/routine eye exam:	Contractor Response
Vision history	
Visual acuity	
General eye health	
Glaucoma testing	
Assess eye muscles	
Refraction	
Patient education	

5.2.4.2 Contractor shall describe the selection of frames which is available to the State through its providers. Discuss the quality of frames, variety of styles,

ability to service all ages, consistency of frames between different provider offices.

5.2.4.3 Contractor shall provide the average size of inventory in its provider network locations.

5.2.4.4 Contractor shall describe the selection of eyeglass lenses available to the State from its network. Address single vision, bifocal, trifocal, glass, plastic, impact resistant, high refractive power lenses, high-index, blended bifocals, progressive bifocals, photochromic, tinted, antireflection, etc.

5.2.4.5 Contractor shall describe the selection of contact lenses available to the State from its network. Indicate the type and extent of coverage for daily wear soft lenses, hard contacts, extended wear and disposable.

5.2.5 Contractor Staff Training

Contractor shall describe its approach to client-specific training for customer service representatives per the requirement in Section 4.11.6.

5.2.5.1 Provide the duration of the initial training program.

5.2.5.2 Provide the type of ongoing training provided.

5.2.5.3 Provide the type of knowledge tools or other job aids provided.

5.2.6 Provider Network

5.2.6.1 Please indicate the number of network providers by State of Iowa counties in **Attachment 6**. Contractor shall also provide an list of network providers in Excel file format which have facilities located in each state of the U.S. as well as the number of facility locations each network provider has per state (e.g., Company A is a network provider in all 50 states and Company A has 50 locations in California, 7 locations in Iowa, 30 locations in New York, etc.)

5.2.6.2 Contractor shall describe how often its network directories are updated and made available to Members.

5.2.6.4 Contractor's network provider directory must be made available on its website for easy access by Members.

5.2.6.5 Contractor will explain whether any part of its network is leased? Please describe the percentage. If yes, identify owner of the network and the geographic service area.

5.2.6.6 Contractor shall explain how it recruits providers.

5.2.6.7 Contractor shall explain whether there is a procedure which must be followed if a Member requests a provider be included in Contractor's network.

5.2.6.8 What percentage of providers in Iowa are at full capacity and will no longer accept new patients?

5.2.6.9 What is the annual turnover rate of the providers in Contractor's network?

5.2.6.10 Indicate the reasons for which a participating Provider can be terminated and

the number of occurrences within the past year in the chart below:

Reasons for Termination	Yes	No	Number of Occurrences
Poor Service			
Poor utilization practices			
Failed credentialing process			
Contract violation			
Reasons for Termination (cont.)	Yes	No	Number of Occurrences
Provider moved/expired			
Provider dissatisfaction			
Other			

- 5.2.6.11** Contractor shall explain whether a Member can receive an eye exam at one provider and the glasses/lenses/contacts from a different provider.
- 5.2.6.12** Contractor shall explain what percentage of ophthalmologist/optometrist offices maintain the ability to dispense eyewear.
- 5.2.6.13** Contractor shall indicate the types of services and supplies that will be provided at a discount to Members.
- 5.2.6.14** Contractor shall describe whether there are circumstances in which a Member’s selection of discounted eyewear is limited to a portion of the total supply. Please elaborate.
- 5.2.6.15** Contractor shall explain whether there is a limit on the number of services or supplies that can be purchased at the discounted price.
- 5.2.6.16** Contractor shall explain any special circumstances required for a Member to visit a network ophthalmologist. Please provide details and indicate whether preauthorization is required.
- 5.2.6.17 Treatment in Progress**
 - a. Contractor shall explain how it treatment in progress is covered at the end of the Contract.
 - b. Contractor shall explain how treatment in progress is covered at the end of a Member’s eligibility.

5.2.7 Claims and Eligibility Administration

- 5.2.7.1** Contractor shall explain whether it is able to replicate the plan design requested. If not, Contractor shall describe any and all limitations, accommodations, or suggested modifications.
- 5.2.7.2** Contractor shall explain the number of claims that are processed annually, the average turnaround time for processing a clean claim, and what percentage of claims are auto adjudicated.
- 5.2.7.3** Contractor shall provide samples of the following:
 - a. Provider directories for your proposed State of Iowa vision network
 - b. Sample claim forms

- c. Sample identification cards
- d. Enrollment form/kits
- e. Other, please describe

5.2.7.4 Contractor shall explain whether there is an additional charge for any of these materials. If so, Contractor shall provide fees in its Cost Proposal.

5.2.8 Performance Measurement

5.2.8.1 Contractor shall describe how it measures and tracks customer satisfaction and how it uses this information.

5.2.8.2 Contractor shall describe the grievance and/or appeals protocols in place for plan members. Does Contractor have a response time goal for which to respond to claim and other questions and complaints?

5.2.8.3 Contractor shall explain how service inquiries are tracked and reported. Contractor shall describe the procedures used to guarantee the quality and integrity of the information reported.

5.2.8.4 Contractor shall explain how it monitors the quality of care provided by each of its network providers.

5.2.8.6 Contractor shall explain how it measures the cost efficiency/effectiveness of participating providers.

5.2.8.7 Contractor shall indicate the ways in which it is able to accommodate the special needs of Members in the chart below:

Accommodations Provided	Check all that apply
No special accommodations	
We accommodate non-English special enrollees by contracting with an independent translation company.	
We maintain customer service staff with the ability to translate Spanish.	
We maintain customer service staff with the ability to translate the following languages. Please list languages:	

5.2.8.8 Contractor shall describe how it measures and tracks customer satisfaction and uses the information collected. Contractor shall describe the grievance and/or appeals protocols in place for Members. Does Contractor have a response time goal for which to respond to claim and other questions and complaints?

5.2.8.9 Contractor shall mark “Yes” or “No” below for each area tracked or included in its quality improvement program:

Area	Yes	No
Supervisor daily review		
If yes, how many calls to you monitor per month per customer service representative?	_____ Calls Per Month Per Rep.	
Silent monitoring of calls for accuracy and service		

Area	Yes	No
Percentage of resolutions on first call within range		
Review of Member correspondence		

5.2.8.10 Contractor shall describe the performance of the customer service resources that would be available for Members, including its organization’s goals and performance (over the last 18 months) for the following statistics:

- a. Total number of daily incoming calls
- b. Number of representatives available to take calls
- c. Average customer wait time
- d. Number of calls answered
- e. Number of calls abandoned
- f. Percentage of Member services inquiries resolved on the first call

5.2.9 Website Capabilities

5.2.9.1 Contractor shall provide the additional features, if any, of its website outside of the features listed in Section 4.12.3.

5.2.9.2 Contractor shall describe what enhancements, if any, are anticipated for Contractor’s website in the near future and the expected delivery date.

5.2.9.3 Contractor shall explain the information featured by the mobile application and describe Member transactions available within the mobile application (e.g., refill request) per Section 4.12.4.

5.2.10 Reporting Capabilities

5.2.10.1 Contractor shall describe its online reporting capabilities available for the State. Please describe the types of reports that can be downloaded from the online system.

5.2.10.2 As an attachment to this Proposal, Contractor shall provide a copy of standard reports available and the State’s ability to view plan data. Contractor shall describe the frequency of reporting provided.

5.2.10.3 Contractor shall describe its ad hoc reporting capabilities and the process for requesting ad hoc reports. Contractor shall explain whether there will be an additional charge for on-line reporting and ad-hoc report requests? If so, please include a list of fees in the Cost Proposal.

5.2.11 Security Criteria

5.2.11.1 Contractor shall explain how it maintains a secure environment for communicating and transacting business with each audience (plan Members, providers, and plan sponsors)? Contractor shall briefly summarize its Member privacy policy.

5.2.11.2 Contractor shall describe the steps it’s taken to reduce the possibility of Member identity theft. What security measures does Contractor have in

place to ensure the integrity of its data systems and the personal health information of Members on these systems?

5.2.12 Quality Controls & Audits

5.2.12.1 Contractor shall describe the quality controls, auditing and peer review mechanisms in place for its claim processing department. Does Contractor use internal or independent/outside auditors?

5.2.12.2 Contractor will explain the percentage of claims audited and the frequency that internal audits are performed.

5.2.12.3 Does Contractor agree to offer the State the right to audit its claim processing service, records and other relevant activity associated with its plan members? If so, is Contractor willing to partially pay for the audit as the results can be used to the mutual benefit of both the State and the carrier?

5.2.13 Implementation Plan

Contractor shall describe the process and timetable and specific tasks involved in being operational for the 2019 Plan Year Enrollment (beginning October 1, 2018). Include a detailed implementation plan and business plan or timeline. Contractor shall be specific with regard to the following:

- a. Timing of significant tasks
- b. State of Iowa responsibilities
- c. Length of time implementation team will be responsible for the State of Iowa
- d. Staff assigned to attend open enrollment/educational sessions at various State of Iowa employee locations.

SECTION 6 EVALUATION AND SELECTION

6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

6.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest proposal will be used in all cases as the numerator. Each of the other proposals will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Contractor B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Contractor C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The Contract terms and conditions in this Section 7 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

7.2 Special Terms

7.2.1 Eligibility for Coverage

7.2.1.1 Eligible Individuals

A Member enrolled in the group voluntary vision insurance plan as of December 31, 2018 will be deemed to be a Member for purposes of this Contract as of January 1, 2019 such date, unless Agency notifies Contractor that the Member is no longer eligible. During the Term of the Contract, the Agency shall provide to Contractor the names of those individuals who are no longer Members as of the end of a month and thereafter Contractor shall not settle Incurred Claims for services furnished to such individuals after that date.

7.2.1.2 Eligibility for New Employees

The first day of eligibility for non-temporary new employees, full time and part-time, is the first day of the month following thirty (30) calendar days after the employee's date of hire.

7.2.1.3 Changes in Coverage

Members may not change their level of vision benefits under the vision insurance plan, unless the Member experienced a qualified life event and the benefit change the Member requests is consistent with the event. This provision shall not apply during the State's annual open enrollment and change period.

7.2.1.4 Eligibility for the Vision Insurance Plan

Employees and other individuals who are eligible to become Members may enroll in a vision insurance plan if they: (1) apply within thirty (30) calendar days of their date of hire; (2) apply during any of the State's annual open enrollment and change periods; or (3) are State PROMISE Program (as established by Executive Order Number 27, March 3, 1987) hires (and their dependents).

7.2.1.5 Verification of Eligibility

Contractor shall have the right to make periodic audits, from time to time, of the Agency's records to verify the reports and information as to Employee eligibility for coverage under this Agreement. The Contractor shall provide the Agency with reasonable notice of the audit, which shall take place during regular business hours at a time convenient for the Agency.

7.2.1.6 Determination of Eligibility

The determination of eligibility for the Agency's plan shall be within the discretion of the Agency using criteria defined the Benefits Summary.

7.2.2 Termination of Member Coverage

7.2.2.1 Effects of Termination of Coverage

- a. If a Member's coverage under the vision insurance plan is terminated, Contractor will not pay for any services or supplies for the Member after the date the coverage is terminated.
- b. If a Member is terminated from the vision insurance plan for fraud, misrepresentation, or concealment of material facts, Contractor will retain any available legal remedies for losses from based on the fraud, misrepresentation or concealment.

7.2.3 Resolution of Member Disputes

7.2.3.1 Appeal of Claims Denial

Except where indicated otherwise in this Contract, Members may file an appeal related to any denied benefits with Contractor. Appeals will be reviewed and a written decision mailed to the Member within thirty (30) days of Contractor's receipt of the appeal, unless special circumstances require a longer review period. If a longer review period is required, Contractor will notify the Member of this fact in writing before the end of the initial thirty (30) day period; provided, however, that in no event will the total review time exceed ninety (90) days from the date of Contractor's receipt of the appeal. This appeal process will precede any appeal to the Agency for the same denied benefits. Contractor will provide the Agency, on request, with a

detailed analysis of the issues related to any claims denial appeal filed by a Member with the Agency.

7.2.3.2 Dispute Regarding Medical Necessity

If there is a dispute whether services furnished by a vision network provider are medically necessary, as that term is defined in the Benefits Summary, a medical review will be conducted by Contractor. The vision network provider may be asked to participate in the review.

7.2.3.3 Dispute Regarding Charges

- a. In the event of a dispute as to the amount of a vision provider's charge to a Member for the provision of services covered under the vision insurance plan, and if suit is brought by a licensed provider who has a contract with Contractor, to collect the charge from the Member, Contractor will, on prompt written demand, as required by subparagraph b, provide the Member, without charge, a defense of such suit and assume the liability, if any, that a court determines is due from the Member to the licensed provider solely by reason of the charge. The liability so assumed does not include any part of the total charge that was due to an intentional disregard by the Member of the instructions of the licensed provider in the course of diagnosis or treatment. The liability does not include any amounts owed for deductible or coinsurance.
- b. Contractor shall not be obligated to provide such defense or to assume such liability if the Member does not give Contractor written notice of the suit within twenty (20) days after the Member receives notice of the suit. Upon receipt of timely written notice from the Member, Contractor will, within ten (10) days, determine whether it is obligated to defend the suit, and if so obligated, enter its appearance and file necessary pleadings.
- c. Notice under this section shall be addressed to Legal Department, [Contractor Information TBD].

7.2.3.4 Price Adjustments

Contractor must provide 160 days' written notice of any proposed premium rate changes to the Agency's Contract Manager. Upon approval of the pricing adjustment(s) by the State, the Agency Contract Manager will amend the Contract as specified in the State's General Terms and Conditions.

7.3 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

7.4 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

7.5 Performance Security

Contractor must provide the State with a Fidelity/Crime Bond in the minimum amount of two (2) million dollars per occurrence.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Nancy Wheelock, Issuing Officer
Department of Administrative Services
Central Procurement Bureau
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP1118005087 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to the Department of Administrative Services for RFP1118005087 for Administration of Voluntary Group Vision Insurance Plan are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b)

of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Contractor also acknowledges that the Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.12.14.

[Date]

Nancy Wheelock, Issuing Officer
Department of Administrative Services
Central Procurement Bureau
1305 E. Walnut Street
Des Moines, IA 50319

Re: **RFP1118005087** - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the **Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1118005087**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

RFP1118005087 – Vision Insurance Plan

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Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Technical Proposal (submitted separate from Cost Proposal)			
3. One (1) original and three (3) copies of the Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Acceptance of State’s Security Terms (Attachment 7)			
3. Business Associate Agreement (Attachment 8)			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Scope of Work			
5. Mandatory Specifications			
5. Scored Technical Specifications			
Attachment 3 - Form 22 – Request for Confidentiality			
Cost Proposal (submitted in separate envelope) (Attachment 5)			
One (1) original and three (3) copies of the Proposal			
Attachment 6 – Network Providers by County			

ATTACHMENT #5 – Cost Proposal

Submit the Cost Proposal in a separate, sealed envelope. Do not include the Cost Proposal in the same envelope as the Technical Proposal.

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) and responses to the cost proposal questionnaire. All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

8.1 Fully Insured Premium Rates

The rate exhibit requests premium rates for the vision insurance plan based on a fully insured arrangement. All pricing, costs, fees or any remuneration for the placement of this plan should be Net of Commissions. Premium rates will remain the same for the initial two (2) year period of the Contract.

For purposes of determining a total annual cost for each Cost Proposal submitted, the State will use the anticipated enrollment for each tier per Section 4.2. The anticipated enrollment numbers used in the chart below are not a guarantee of enrollment by the State. Contractor will enter its proposed, all-inclusive rate for each tier and enter the total premium cost for the dates provided below.

Three-Tier Rate Structure (All rates must be on a tiered basis.)

1/1/19 – 12/31/20	Assumed Enrollment	Proposed Rate	Total Premium for 1/1/19 to 12/31/20
Active Employee			
Employee	1,500	\$	\$
Employee + 1	1,600	\$	\$
Family	1,900	\$	\$
TOTAL			\$

2021 Rate Cap Guarantee: _____

2022 Rate Cap Guarantee: _____

Note Assumptions:

8.2 Cost Proposal Questionnaire

Contractor shall respond to the items below and include its responses in the Cost Proposal.

8.2.1 Explain the methodology and data to be used for the renewal process. How will projected incurred claims be estimated for the plan?

8.2.2 What experience period(s) will be used for the first renewal for 2021? Please provide your actual book of business trend for the following years?

	Trend
2018 Expected	
2017	
2016	

8.2.3 What credibility will be given to each period of experience used? Indicate the factors used to set the rates for this Cost Proposal.

Attachment 7 State of Iowa Security Terms

These security terms are entered into by and between [name of Vendor], a [entity type (e.g., limited liability company, limited liability partnership, or corporation)] registered in the State of [State of registration (e.g., Delaware)], with its principal place of business at [address of Vendor's principal place of business] ("**Vendor**") and the State of Iowa, acting by and through the [name of state agency] ("**State of Iowa**" or "**State**") These security terms shall apply in addition to any other terms and conditions agreed to by the Parties, and to the extent of any conflict or inconsistency between the specific provisions of these security terms and the terms of any other agreement between the Parties, these terms shall prevail. These terms shall only apply only to the extent applicable to the applicable engagement.

1. For purposes of these security terms, the term "**Confidential Information**" means, subject to the provisions of these security terms, the underlying agreement, and any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party to the other Party that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Any information provided to Vendor by the State or any other Governmental Entity or otherwise accessed, collected, processed, stored, or transmitted by Vendor in connection with the underlying agreement, or any summaries, records, descriptions, modifications, compilations, negatives, drawings, adaptations and other documents or materials prepared by Vendor from such information ("**Work Product**"), shall be considered confidential by Vendor ("**State of Iowa Confidential Information**" or "**State Confidential Information**").
2. **For purposes of these security terms, the term "Governmental Entity" means any governmental entity as defined in Iowa Code Section 8A.101, or any successor provision to that section, existing now or in the future.**
3. **Data Ownership.** All data, including all State Confidential Information, shall be and remain the sole and exclusive property of the State.
4. **Vendor's access to and use of State data.** Vendor and any of its subcontractors, agents, or other third parties acting on its behalf shall not use any State of Iowa Confidential Information for any purpose other than fulfilling Vendor's express obligations and duties pursuant to the underlying agreement, in accordance with the terms and conditions set forth in these security terms.
5. **Data Protection.** Protection of personal privacy and data shall be an integral part of the business activities of Vendor to ensure there is no inappropriate or unauthorized use of the State's Confidential Information at any time. To this end, Vendor shall safeguard the confidentiality, integrity and availability of the State's Confidential Information. In so doing, Vendor shall comply with the following conditions:
 - 5.1. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State Confidential Information. Such security measures shall be in accordance with recognized industry practice (including, NIST 800-53 Revision 4 and ISO27001:2013 standards and controls) and not less stringent than the measures Vendor applies to its own personal data and non-public data of similar kind. Additionally, such securities measures, to the extent applicable, shall comply with, and shall enable the State to at all time comply fully with, all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders related to such security measures or other date security or safeguarding requirements.
 - 5.2. All State Confidential Information shall be encrypted at rest and in transit with controlled access, leveraging, to the extent applicable TLS v. 1.1 or 1.2. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of all State Confidential Information. Additionally, Vendor shall ensure hard drive encryption consistent with

validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all State Confidential Information, unless the State approves in writing the storage of Confidential Information on a Vendor portable device.

5.3. At no time shall any State Confidential Information be copied, disclosed or retained by Vendor, or any subcontractor, agent, or any party related to Vendor, for use in any transaction that does not include the State.

6. Data Location. Vendor shall provide hosting services to the State and Governmental Entities solely from data centers located in the continental United States of America. Storage of State Confidential Information at rest and all backups shall be located solely in data centers located in the continental United States of America. Vendor shall not allow its personnel or subcontractors to store State Confidential Information on any portable devices, including personal computers, tablets, or cell phones, except for devices that are used and permanently stored at all times only at its continental United States of America data centers. Vendor shall permit its personnel and subcontractors to access State Confidential Information remotely only as required to provide technical support. Vendor may not provide technical user support on a 24/7 basis using a Follow the Sun model.

7. Security Incident/Notification.

7.1. Vendor will notify the State within two (2) hours of Vendor's discovery of any actual or suspected breach of confidentiality, privacy or security (or any unauthorized access) with regard to any State Confidential Information, and/or any breach of Vendor's or the State's data security procedures, which include, but are not limited to, instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately, any breach of security as defined in Iowa Code Chapter 715C, and any other breach of security as defined by any applicable law, rule, or regulation. Such notification to the State must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.

7.2. Investigations and Remedies. Vendor agrees, at its sole expense, to take all steps necessary to promptly remedy any breach described in section 7.1, above, and to fully cooperate with the State in resolving such breach and mitigating any damage from such breach at Vendor's sole cost. At no additional cost to the State, Vendor will fully cooperate with the State in investigating the breach, including, but not limited to, providing to the State and assisting the State in reviewing system, application, and access logs, conducting forensic audits of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual or suspected breach, Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices. Vendor will deliver to the State a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting State Confidential Information. Vendor will deliver a preliminary assessment and plan as soon as practical, and regularly maintain and update such assessment and plan throughout the course of any investigation based on any findings. Vendor agrees that it will not notify any regulatory authority or relating to any such security breach on behalf of the State unless the State specifically requests in writing that Vendor do so. Vendor and the State will work together to formulate a plan to rectify all security breaches.

7.3. Additional Procedures in the Event of Security Breach. Upon the State's determination that a breach of security (including but not limited to any Breach of Security as defined in Iowa Code Chapter 715C, and any other breach of security as defined by any applicable law, rule, or regulation) involving or relating to any State Confidential Information has occurred or is reasonably possible, Vendor shall fully cooperate with the State in rectifying any breach or misuse, including notifying all of the States affected users. The State shall determine, in its sole

discretion, the content and means of delivery of the user notice. Notwithstanding any provision in these security terms or any other agreement between the Parties to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees and any and all other amounts of any kind or nature whatsoever (including, without limitation, the reasonable value of time of the Iowa Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) related to, arising out of or incurred by or on behalf of the State as a result of, any security breach caused directly or indirectly, in whole or in part, by Vendor, its affiliates, employees, or subcontractors, including, but not limited to, the costs of notifications of affected individuals and businesses and any applicable regulators or governmental entities (including, preparation, printing, mailing and delivery); the cost of opening and closing accounts, printing new checks, embossing new cards; the costs of forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for affected individuals; the costs of obtaining credit monitoring services and identity theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the security breach. Vendor will reimburse or pay to the State all such expenses, fees, damages and all other amounts within fifteen (15) business days of the date of any written demand or request delivered by the State to Vendor.

8. Import/Export/Deletion of Confidential Information.

- 8.1.** Import and Export of Data. To the extent State Confidential Information is stored or accessible in electronic format in connection with the hosting services, the State shall have the ability to import or export data and information (including but not limited to State Confidential Information) in whole or in part from hosting services, at no charge to the State, and in such formats as may be acceptable to the State or any Governmental Entity, without interference from Vendor. This includes the ability for the State to import or export, or have imported or exported, such information and data to/from/by other contractors. In the event the State is unable to successfully import or export data and information in whole or in part, Vendor shall assist the State in doing so upon the State's request, at no charge to the State; as it relates to the export of such data and information, Vendor shall provide to or ensure the State has obtained an export of any requested data and information within one day of any request in the format specified by the State.
- 8.2.** Destruction of Data and Return of other Confidential Information. In addition to the requirements of Section 7.1, on the State of Iowa's written request or upon expiration or termination of the underlying agreement, subject to the requirements of Section 9 (Termination/Expiration of Service), Vendor will promptly return (including but not limited to as it relates to State Confidential Information that is not stored or accessible in electronic format in connection with the hosting services) or destroy, at the State's option, all State Confidential Information and provide a notarized written statement to the State certifying that all State Confidential Information has been delivered to the State or destroyed, as requested by the State. To the extent Vendor is required to destroy any State of Iowa Confidential Information, State Confidential Information shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. On termination or expiration of this Agreement, the State of Iowa shall, except to the extent otherwise required by applicable laws, rules, procedures or State record retention requirements, return or destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items required for use of any licenses or deliverables previously supplied by Vendor).

9. Termination/Expiration of Service.

- 9.1.** Transition Assistance. Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor will continue to perform such services under the underlying

agreement as the State may request for a transition period up to 365 days from the effective date of termination or expiration of the underlying agreement. As part of the State's request, the State will inform the Vendor of the number of days during which the Vendor will continue to host and provide access to the hosting services and State Confidential Information, and perform transition and other related services under this Section (the "**Transition Period**"). During the Transition Period, Vendor will take all actions as may be necessary or requested by the State to accomplish a complete and timely transition, including but not limited to a full migration of State of Iowa Confidential Information, from the Vendor to the State and/or to any contractor hired or utilized by the State to provide any replacement or similar services related to the services (the "**New Contractor**"). Vendor will use its best efforts to cooperate with the State and any New Contractor, and to fully comply with all requests of the State to effect a smooth and timely transition and to ensure there is no interruption of any services, information or transactions provided or conducted through the services. Vendor agrees that it will perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of the State and any New Contractor to assist in the effort to accomplish a successful, seamless and unhindered transition of the services, migration of State Confidential Information, and transfer of Vendor's responsibilities under the underlying agreement. Vendor will perform all transition services on an expedited basis, as determined by the State. During the Transition Period, the State agrees to pay to Vendor any fees to which Vendor would be entitled under the underlying agreement for services performed during such period; provided the underlying agreement was not terminated due to Vendor's breach of the agree or pursuant to section 4 (Termination for Non-Appropriation), and Vendor continues to be in full compliance with all terms, conditions, provisions and requirements of the underlying agreement. In the event the State's request for transition assistance does not require Vendor to continue providing all of the services under the underlying agreement, the parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Vendor for such services as the State requests the Vendor to provide.

9.2. Retention of State Data. Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor shall not take any action to intentionally erase any State data for a period of at least 90 days, unless otherwise directed by the State in accordance with Section 9.1.

- 10. Background Checks.** Vendor shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the underlying agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Vendor shall promote and maintain an awareness of the importance of securing the State Confidential Information among the Vendor's employees, affiliates, subcontractors, and agents.
- 11. Vendor Personnel.** Should the State be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Vendor personnel assigned by Vendor to perform or provide services or deliverables, the State of Iowa may request the replacement of such Vendor Personnel. The replacement request shall be in writing and upon receipt of the request, Vendor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the State, in its sole discretion, determines Vendor personnel pose a potential security risk and notifies Vendor of such security risk in its request for replacement, Vendor shall immediately remove such individual; any replacement furnished by Vendor in connection with such a request may not perform or provide services or deliverables to the State unless and until the State gives its consent to Vendor's use of such replacement.
- 12. Non-disclosure and Separation of Duties.** Vendor shall diligently monitor and enforce separation of job duties, require non-disclosure agreements, and limit staff knowledge of State Confidential Information to that which is absolutely necessary to perform job duties.

13. Security Disclosures, Audits, and Compliance.

- 13.1. Compliance.** Annually throughout the term of the underlying agreement, Vendor shall obtain and provide the State with the following, at no additional cost to the State: a) an independent, third-party certificate of audit certifying that the services comply with NIST 800-53, Revision 4 controls; b) ISO/IEC 27001:2005 certification; c) test or assessment results of an independent, third party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List; d) test results of a penetration test conducted by an independent, third-party firm; e) a copy of Vendor’s annual SOC 2 type 2 report (for all Trust Services Principles); and f) a Vendor produced remediation plan resulting from items a through e, inclusive.
- 13.2. Security Audit by the State.** During the Term, the State or its third party designee may, but is not obligated to, perform audits of Vendor’s environment, including unannounced penetration and security tests, as they relate to the receipt, maintenance, use or retention of the State’s Confidential Information. Any of the State’s regulators (and any federal agencies providing grant funds used to pay for services, in whole or in part) shall have the same right upon request. Vendor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
- 13.3. Ongoing Security Testing/Compliance.** Vendor will periodically test its systems for potential areas where security could be breached. During the Term, to the extent Vendor engages a third party auditor to perform an SSAE 16 of Vendor’s operations, information security program, and/or disaster recovery/business continuity plan, Vendor shall promptly furnish a copy of the test report or audit report to the State. In addition, Vendor shall disclose its non-proprietary security processes and technical limitations to the State, such that adequate protection and flexibility can be attained between the State and Vendor. For example, Vendor shall disclose its security processes with respect to virus checking and port sniffing to the State such that the State is capable of identifying necessary compensating controls to adequately safeguard and protect its data, information, and systems.
- 13.4. Access to Security Logs and Reports.** Vendor shall provide security logs and reports to the State in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all State files related to the underlying agreement.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute these security terms, which is effective as of the last date of signature hereto.

STATE OF IOWA, acting by and through the
Department of Administrative Services:

[Name of Vendor]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 8 – Business Associate Agreement
Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), effective _____ (“Effective Date”) is made by and between **Iowa Department of Administrative Services**, (hereinafter referred to as “Plan Sponsor” or “Employer”) and _____ (hereinafter referred to as “Business Associate”) (collectively the “Parties”). in order to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and its implementing privacy, security and breach notification regulations (“HIPAA”), including as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act in Public Law 111-5, 42 U.S.C. § 17921-54 and its implementing regulations, each as amended (collectively, the “HITECH Act”), and any other applicable state and federal confidentiality laws, as they may be amended from time to time.

WHEREAS, the parties to this Agreement desire to establish the terms under which Business Associate may use or disclose Protected Health Information (as defined herein) such that the Plan Sponsor’s plan of health care benefits (“Plan”) may comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) (“HIPAA Privacy Regulation” and/or “HIPAA Security Regulation”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services related thereto.

WHEREAS, Employer has established and maintains the Plan, which is an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”), and, therefore, a health plan under HIPAA;

WHEREAS, Employer has contracted with Business Associate to provide certain third party administrator services with respect to the Plan which are described and set forth in the Third Party Administrator of Voluntary Group Vision Insurance Plan Agreement (“TPA Agreement”), as may be amended from time to time;

WHEREAS, Employer is authorized to enter into this Agreement on behalf of Plan;

ARTICLE 1
DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. Should any term set forth in 45 CFR Parts 160 or 164 conflict with any defined term herein, the definition found in 45 CFR Parts 160 or 164 shall prevail.

- 1.1 Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted which compromises the security or privacy of such information as defined and subject to the exceptions set forth in 45 CFR § 164.402.
- 1.2 Breach Notification Rule. “Breach Notification Rule” means the HIPAA Regulations pertaining to breaches of unsecured PHI as codified in 45 CFR Parts 160 and 164.

- 1.3 Designated Record Set. "Designated Record Set" means a group of records maintained by or for a covered entity, as defined by the HITECH Act, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- 1.4 Electronic PHI. "Electronic PHI" or "E PHI" means PHI that is transmitted by or maintained in electronic media as defined by the Security Rule.
- 1.5 Individual. "Individual" means the same as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).
- 1.6 Law. "Law" means all applicable federal and state statutes and all relevant regulations.
- 1.7 Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
- 1.8 Protected Health Information ("PHI"). "Protected Health Information" or PHI has the same meaning as the term "Protected Health Information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of the Plan.
- 1.9 Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.10 Security Incident. "Security Incident" shall have the meaning set out in the Security Rule. Generally, a "Security Incident" shall mean any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or systems operations in an electronic information system.
- 1.11 Security Rule. "Security Rule" means the Security Standards and Implementation Specifications at 45 CFR parts 160 and 164, subparts A and C, as they may be amended from time to time.
- 1.12 Unsecured PHI. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of Health and Human Services ("HHS") guidance published on April 27, 2009 (74 FR 19006) and modified by guidance published on August 24, 2009 (74 FR 42740), as amended. Unsecured PHI can include information in any form or medium, including electronic, paper or oral.

ARTICLE 2

BUSINESS ASSOCIATE OBLIGATIONS

Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HITECH Act applicable to business associates (as defined by the HITECH Act), including:

- 2.1 Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use, maintain, transmit or disclose PHI except as necessary to provide services to or on behalf of the Plan and except as required by Law. Business Associate may use and

disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- 2.1.1 Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements in the HITECH Act and this Agreement;
 - 2.1.2 Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;
 - 2.1.3 Notify the Employer of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HITECH Act.
- 2.2 Disclosure to Business Associate's Agents and Subcontractors. If Business Associate discloses PHI to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement and to comply with the applicable requirements of the Privacy Rule, Security Rule, HITECH Act, Breach Notification Rule and other Law with respect to such information. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI or EPHI that it creates, receives, maintains, stores, uses or transmits on behalf of the Plan in accordance with Law. Business Associate shall be liable to the Plan for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
- 2.3 Disclosure to Plan and Employer (and their Subcontractors). Other than disclosures permitted by Section 2.1 above, Business Associate will not disclose Individuals' PHI to the Plan, its Plan Sponsor or Employer, or any business associate or subcontractor of such parties except as set forth in Section 2.10.
- 2.4 Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HITECH Act expressly applies.
- 2.5 Safeguards. Business Associate agrees to maintain appropriate safeguards as required by Law, including without limitation, a written security program that contains the necessary administrative, physical and technical safeguards to ensure that PHI or EPHI is not used, maintained, transmitted or disclosed other than as provided by this Agreement or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any PHI or EPHI it creates, receives, maintains, stores, uses, transmits or discloses on behalf of the Plan in accordance with Law.

Business Associate shall ensure, at a minimum, that:

- 2.5.1 PHI or EPHI will be maintained in locked and secured areas when PHI or EPHI is not in use;
- 2.5.2 Facsimile machines receiving PHI or EPHI shall not be located in a public area;
- 2.5.3 EPHI stored electronically shall be password protected;
- 2.5.4 PHI and EPHI will not be shared with outside organizations; and
- 2.5.5 PHI and EPHI will be used internally on a need to know basis only.

2.6 Individual Rights

- 2.6.1 Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI as required by and in accordance with 45 CFR § 164.528 as amended by the HITECH Act and its implementing regulations. Business Associate, in accordance with 45 CFR § 164.528, does not need to document disclosures of PHI that are for treatment, payment or healthcare operations or disclosures that are incidental to another permissible disclosure. If Business Associate or its agents or subcontractors uses or maintains PHI in an electronic record of health-related information created, gathered or maintained or consulted by authorized health care clinicians and staff, then Business Associate and its agents and subcontractors shall document and make available to the Plan the information required to provide an accounting of disclosures to enable the Plan to fulfill its obligations under the HITECH Act as of the date compliance is required under the HITECH Act or its implementing regulations, including disclosures and uses relating to treatment, payment and health care operations.
- 2.6.2 Business Associate agrees to provide to the Plan, within thirty days of the request, in a mutually agreed upon form, information collected in accordance with 2.6.1 above to the extent required to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, as amended by the HITECH Act. The Plan shall provide to Business Associate within 30 days of the effective date of this Agreement, a written explanation of the Plan's requirements under this section (b) in sufficient detail to enable the Plan to comply with such requirements. The Plan agrees to respond promptly to requests from Business Associate for clarification of such requirements, and Business Associate may rely on such responses. The Parties agree to work together in good faith to resolve any disagreement over the requirements of 45 CFR § 164.528, as amended by the HITECH Act. The Plan will be responsible for the reasonable costs incurred by Business Associate to respond to a request for an accounting of disclosures. The Plan, rather than Business Associate, will directly handle all requests for accounting from an Individual. Business Associate shall promptly forward all requests for accounting it receives from Individuals to the Plan.
- 2.6.3 Business Associate shall, at the request of the Plan, provide PHI maintained in a Designated Record Set to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements of an Individual's right of access and requests for access to his or her PHI. An Individual's right of access to PHI includes the right to access EPHI contained in an electronic health record. The Plan will be responsible for the reasonable costs incurred by Business Associate to respond to a request for access. The provision of access to the Individual's PHI or EPHI and any denials of access to PHI or EPHI shall be the sole responsibility of the Plan. If Business Associate or its agents or subcontractors maintains or uses PHI, then promptly after

receipt of a request from the Plan, Business Associate shall make a copy of such PHI available to the Plan in an electronic format in order to enable the Plan to fulfill its obligations under the HITECH Act and the Privacy Rule.

- 2.7 De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to the Plan and permitted by law and (ii) the de-identification is in compliance with 45 CFR §164.502(d) and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).
- 2.8 Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure or request is used or disclosed.
- 2.9 Notice of Privacy Practices. Business Associate shall abide by the limitations of the Plan’s notice of privacy practices (“Notice of Privacy Practices”) of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to the Plan’s Notice of Privacy Practices; provided, however, that the amended Notice of Privacy Practices shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice of Privacy Practices.
- 2.10 Disclosures of Protected Health Information. The following provisions apply to disclosures of Protected Health Information to the Plan, Employer and other business associates of the Plan.
 - 2.10.1 Disclosure to Plan. Unless otherwise provided by this Section 2.10, all communications of Protected Health Information by Business Associate shall be directed to the Plan.
 - 2.10.2 Disclosure to Employer. Business Associate may provide Summary Health Information regarding the Individuals in the Plan to Employer upon Employer’s written request for the purpose either (a) to obtain premium bids for providing vision insurance coverage for the Plan, or (b) to modify, amend or terminate the Plan. Business Associate may provide information to Employer on whether an individual is participating in the Plan or is enrolled in or has disenrolled from any insurance coverage offered by the Plan.
 - 2.10.3 Disclosure to Other Business Associates and Subcontractors. Business Associate may disclose Individuals’ Protected Health Information to other entities or business associates of the Plan if the Plan authorizes Business Associate in writing to disclose Individuals’ Protected Health Information to such entity or business associate. The Plan shall be solely responsible for ensuring that any contractual relationships with these entities or business associates and subcontractors comply with the requirements of 45 Code of Federal Regulations § 164.504(e) and § 164.504(f).
- 2.11 Security Incident / Unauthorized Disclosure of PHI.
 - 2.11.1 Business Associate shall report to the Plan any instances, including Security Incidents, of which it is aware in which PHI or EPHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement. In the event that Business Associate knows of: (i) any suspected Breach of any individual PHI or EPHI; (ii) a Security Incident (i.e. PHI was inappropriately used, disclosed, released or obtained) or (iii) a Breach of Unsecured PHI, Business Associate shall notify the Plan in writing within five (5) calendar days of such Breach. Notification shall include detailed information about the Breach, including, but not limited to, the nature and circumstances of such Breach, the means by which PHI or EPHI was or may have been breached

(e.g. stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals affected or reasonably believed by the Business Associate to be affected, and such other information as the Plan may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. The notice shall also set forth the remedial action taken or proposed to be taken with respect to such prohibited use or disclosure. Business Associate and the Plan agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or successful Security Incident. The Party responsible for the breach shall bear the cost of any required notifications and corrective actions (e.g. credit monitoring services). The Business Associate will provide the Plan with any reasonable information known by Business Associate that the Plan needs for the required notifications under the Breach Notification Rule. The Plan shall have responsibility for determining that an incident is a Breach, including the requirement to perform a risk assessment. However, the Business Associate is expected to perform a risk assessment and provide such assessment to the Plan. Further, Business Associate shall provide and pay for required notifications to Individuals, HHS and/or the media, as requested by the Plan.

2.11.2 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or EPHI by Business Associate in violation of the requirements of this Agreement.

2.12 Prohibited Actions. With respect to PHI and EPHI, Business Associate agrees not to:

2.12.1 Directly or indirectly receive remuneration in exchange for any PHI as prohibited by, and subject to the exceptions under the HITECH Act, Privacy Rule, and state law as of their respective compliance dates.

2.12.2 Make or cause to be made any communication about a product or service that encourages recipients of the communication to purchase or use the product or service as prohibited by, and subject to the exceptions under the HITECH Act and the Privacy Rule, as of their respective compliance dates. Business Associate agrees to comply with applicable federal and state Law regarding marketing communications involving the use of disclosure of PHI; and

2.12.3 Make or cause to be made any written fundraising communications that is a Health Care Operation without provision, in a clear and conspicuous manner, of an opportunity for the recipient to elect not to receive further fundraising communications in accordance with the HITECH Act and the Privacy Rule as of their respective compliance dates. Business Associate further agrees to comply with all applicable Law regarding the use of PHI for fundraising communications.

ARTICLE 3 THE PLAN'S OBLIGATIONS

3.1 If applicable to the Plan under the Law, the Plan shall:

3.1.1 Provide Business Associate a copy of its Notice of Privacy Practices produced by the Plan in accordance with 45 CFR 164.520 as well as any changes to such notice;

3.1.2 Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

- 3.1.3 Notify Business Associate of any restriction to the use and/or disclosure of PHI to which the Plan has agreed in accordance with 45 CFR 164.522;
- 3.1.4 Notify Business Associate of any amendment to PHI to which the Plan has agreed that affects a Designated Record Set maintained by Business Associate; and
- 3.1.5 If Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

ARTICLE 4 MUTUAL OBLIGATIONS

- 4.1 Confidential Information. Both Parties acknowledge that in the course of performing under this Agreement, each Party may learn or receive confidential, trade secret or other proprietary information ("Confidential Business Information") concerning the other Party, or third parties to whom the other Party has an obligation of confidentiality. Each Party shall take all necessary steps to provide the maximum protection to the other Party's Confidential Business Information and records. Each Party agrees to take at least such precautions to protect the other Party's Confidential Business Information as it takes to protect its own Confidential Business Information, but shall in no instance less than a reasonable degree of care. Such information shall not be disclosed to third parties without the express written consent of the Party to whom the information belongs. The Parties shall not utilize any Confidential Business Information belonging to the other Party other than as expressly permitted by this Agreement or otherwise in writing or as required by Law. Each Party shall retain sole ownership of its own Confidential Business Information.
- 4.2 Electronic Transactions and Code Sets. Both Parties understand and agree that they are required to comply with the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162 (HIPAA Electronic Transaction Law) as amended from time to time. The HIPAA Electronic Transaction Law requires Business Associate to conduct certain transactions as "standard transactions" using defined medical data code sets. Business Associate agrees that it will require its subcontractors, vendors, and independent contractors to comply with HIPAA Electronic Transaction Law as applicable. Business Associate agrees that it will not:
 - 4.2.1 Change the definition, data condition, or use of a data element or segment in a standard;
 - 4.2.2 Add any data elements or segments to the maximum defined data set;
 - 4.2.3 Use any code or data elements that are either marked "not used" or not included in the standard's implementation specification(s); or
 - 4.2.4 Change the meaning or intent of the standard's implementation specification(s).

ARTICLE 5 TERM AND TERMINATION

- 5.1 This Agreement will continue in full force and effect for as long as the TPA Agreement remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the TPA Agreement.

- 5.2 Termination for Breach. Either Party may terminate this Agreement in the event of material breach by the other Party, upon thirty (30) days' prior written notice, unless the breach is cured during the notice period.
- 5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform the Plan in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

ARTICLE 6 MISCELLANEOUS

- 6.1 Rights of Proprietary Information. The Plan retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- 6.2 Survival. The respective rights and obligations of Business Associate with regard to the return of records to the Plan shall survive the termination of the Agreement.
- 6.3 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative at the respective address indicated herein or sent by means of a reputable overnight carrier or certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
- 6.4 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. Amendments as determined by the Plan to be necessary to effect compliance with legislative, regulatory, or other legal authority do not require the consent of Business Associate and shall be effective immediately upon Business Associate's receipt from the Plan of notice of amendment.
- 6.5 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Iowa, without regard to applicable conflict of laws principles.
- 6.6 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, the Plan retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.
- 6.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties.
- 6.8 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be

waived by either Party except by a writing signed by an authorized officer of the Party making the waiver.

- 6.9 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- 6.10 No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.
- 6.11 Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.
- 6.12 Entire Agreement. This Agreement, together with all the exhibits, riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits or riders, the provisions of this Agreement shall control.
- 6.13 Regulatory References. A citation in this Agreement to the Code of Federal Regulations means the cited section as that section may be amended from time to time.
- 6.14 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the HITECH Act. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HITECH Act.

Date: _____

Business Associate:

By: _____

Name:

Title:

Date: _____

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Name:

Title: