



REQUEST FOR PROPOSAL (RFP)

Actuarial Services for Iowa Medicaid MED-25-004

Issuing Officer
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RFP Purpose.

The purpose of this RFP is to solicit proposals from the most qualified contractor for the provision of actuarial services and technical support for the Department of Health and Human Services (Agency), Iowa Medicaid Division. The successful contractor will provide actuarial services to develop and support managed care rate setting and other projects as they arise that require actuarial investigation and/or certification.

Duration of Contract.

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

Bidder Eligibility Requirements.

The selected contractor must have actuarial staff who have Fellow of the Society of Actuaries (FSA) designation and are members of the American Academy of Actuaries.

The selected contractor and their proposed staff must demonstrate experience setting and certifying Medicaid capitation rates for State Medicaid agency clients in the past three (3) years and experience with Section 1115 Demonstration budget neutrality development and monitoring in the past five years.

Procurement Timetable

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

| Event | Date |
|---|---|
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | June 26, 2024 |
| Agency Issues RFP to Bid Opportunities Website | June 28, 2024 |
| Bidder Letter of Intent to Bid Due By | July 12, 2024, at 4 PM |
| Bidder Written Questions Due By | Date and Time for First Round of Questions: July 12, 2024, at 4 PM Date and Time for Second Round of Questions: July 26, 2024, at 4 PM |
| Agency Responses to Questions Issued By | Date for First Round of Responses: July 19, 2024 Date for Second Round of Responses: August 2, 2024 |
| Bidder Proposals and any Amendments to Proposals Due By | August 9, 2024, at 4 PM |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | September 2, 2024 |
| Contract Negotiations and Execution of the Contract Completed | September 30, 2024 |
| Anticipated Start Date for the Provision of Services | October 1, 2024 |

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Department of Health and Human Services (Iowa HHS) is the single State entity responsible for administering the Iowa Medicaid Program via its Iowa Medicaid Division. Iowa Medicaid is a state and federally funded health care program that serves a wide range of individuals and families who meet certain eligibility requirements under Title XIX of the federal Social Security Act.

The Iowa Medicaid Program ensures eligible adults and children have access to needed health care services by enrolling and paying providers to deliver covered services to eligible members. Iowa Medicaid also administers the Children's Health Insurance Program (CHIP), also known as Healthy and Well Kids in Iowa (Hawki), and the Iowa Health and Wellness Program (IHAWP). IHAWP provides comprehensive coverage at low or no cost to Iowans between the ages of 19 and 64 who are not pregnant and do not earn more than 133% of the federal poverty level.

In April 2016, Iowa Medicaid transitioned from a primarily fee-for-service (FFS) model to a risk-based managed care system, known as Iowa Health Link, for most of its Medicaid members. Iowa Health Link includes acute medical care, long term services and supports, behavioral health care, and pharmacy services. Services are currently administered by three Medicaid managed care organizations (MCOs) to 96% of the Iowa Medicaid population, with 4% remaining in the FFS Program. Most of Iowa Medicaid's FFS population falls either into a premium payment coverage group or into a historically exempt population.

Iowa Medicaid provides dental coverage for adults and children through the Dental Wellness Program (DWP). Dental services are currently administered by two Pre-Paid Ambulatory Health Plans (PAHPs). Iowa Medicaid moved all children in the FFS Program to the PAHPs for dental coverage in July 2021.

1.2 RFP General Definitions.

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

"Agency" means the Iowa Department of Health and Human Services.

"Bid Proposal" or **"Proposal"** means the Bidder's proposal submitted in response to the RFP.

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

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

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

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

Definitions Specific to this RFP.

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

"ASA" means Associate of the Society of Actuaries.

"Capitation Rate" means a monthly fee paid for each member assigned or each event (for example, maternity delivery) regardless of the number of actual cost of services provided under a system of reimbursement for MCOs and PAHPs. Capitation rates can vary by member based on demographics, location, covered services, or other characteristics. Capitation rates can be structured so that an MCO or PAHP is fully at risk, or so that an MCO or PAHP shares the risk with other parties.

"CMS" means Center for Medicare and Medicaid Services.

"Cost Effectiveness" generally means that Medicaid's premium payment for waivers plus the cost of any additional services and cost sharing assistance that would be required would be comparable to what it would otherwise pay for the same services.

"Dental Wellness Plan" or **"DWP"** is a commercial dental plan that provides dental services for Iowa Medicaid members, age 19 or older.

"Dental Wellness Plan Kids" or **"DWP Kids"** is a commercial dental plan that provides dental services for Iowa Medicaid members, age 0-18.

"FSA" means Fellow of the Society of Actuaries.

"Healthy and Well Kids in Iowa" or **"Hawki"** is federally known as the Children's Health Insurance Program (CHIP) and provides health coverage to children and families with income too high to qualify for Medicaid, but that cannot afford private health coverage.

"Iowa Health Link" is a Medicaid "SS" 1915(b) waiver program for comprehensive health care coverage for much of the Iowa Medicaid population. Coverage is provided under a statewide Medicaid managed care delivery system contracted through Managed Care Organizations (MCOs).

"Iowa Health and Wellness Plan" or **"IHAWP"** provides comprehensive health coverage at low or no cost to Iowans between the ages of 19 and 64, who have an income that does not exceed 133 percent of the federal poverty level, and who are not otherwise eligible for Medicare or Medicaid. The majority of IHAWP members are enrolled in managed care. The Iowa Wellness Plan is the only coverage program offered under IHAWP.

"MAAA" means Member of the American Academy of Actuaries.

"Managed Care Organization" or **"MCO"** means an entity that (1) is under contract with the department to provide services to Medicaid recipients and (2) meets the definition of "health maintenance organization: in Iowa Code Section 514B.1.

"Managed Care Plan" or **"MCP"** refers to managed care organizations (MCOs) and prepaid ambulatory health plans (PAHPs).

"Medicaid Managed Care" is a health care delivery system organized to manage cost, utilization, and quality. It provides for the delivery of Medicaid health benefits and additional services through contracted arrangements between state Medicaid agencies and MCOs that accept a set per member per month (capitation) payment for these services.

"PACE" means Program of All-Inclusive Care for the Elderly, as described by CMS.

"PAHP" means prepaid ambulatory health plan. There are currently two Dental Wellness Plan PAHPs and one Hawki Program PAHP.

"Service Organization Control 2" or "SOC2" means the internal controls in place at the third-party service organization. For a company to receive SOC 2 certification, it must have sufficient policies and strategies that satisfactorily protect the client's data.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.1 Task Area 1. Rate Setting

Contractor duties include but are not limited to the following:

A. Methodologies. Develop and support Agency approved rate setting methodologies for Iowa's existing Medicaid programs, with the possibility that additional programs or populations may be added. This includes a written report detailing the rate setting methodologies used for MCO (includes both Medicaid and Hawki Program populations), PAHP, and PACE populations, ensuring compliance with CMS and Agency standards. Rates are to be adjusted each state fiscal year, and additionally as requested by the Agency and additionally at the sole discretion of the Agency due to changes in coverage.

1. The Hawki Program requires all managed care plans to meet the actuarial equivalence of the Hawki benchmark plan. As directed by the Agency, the Contractor shall also provide an analysis and/or rate setting for new coverage groups or changes to benefits for the Hawki Program.
2. Provide Agency approved in-person or virtual training and technical assistance concerning rate setting methodology to Agency personnel at least annually and as determined by the Agency. This includes training agenda and materials for specific sessions, delivery of training related to rate setting methodologies, and statistical data analysis.

B. Calculations. The Contractor shall develop and support actuarially sound rate structures to be applied to the following:

1. **Medicaid MCO Populations.** Calculate rates for IA Health Link.
2. **Dental Wellness Plan.** Calculate capitated rates for the Dental Wellness Plan and for other dental programs and/or populations as requested by the Agency.
3. **Hawki Program Populations.** For the Hawki Program, the Contractor shall perform the following services:
 - a. Calculate capitation rates for the Hawki Program under IA Health Link and the dental PAHP.
 - b. Certify whether the benefit plans submitted by new managed care plans are actuarially equivalent to the benchmark plan.
4. **PACE Organizations.** For those Medicaid members with and without Medicare coverage, the Contractor shall submit an electronic written report providing detail of how capitation rates are calculated for the PACE Program by the service area regions covered by the PACE organizations and shall, on an annual basis, calculate a monthly PACE capitation rate for a fee-for-service equivalent. The rate is designed to result in cost savings relative to expenditures that would otherwise be paid for a comparable nursing facility eligible population not enrolled under the PACE Program.

1.3.1.2 Task Area 2. Federal Authority Support

Contractor duties include, but are not necessarily limited to the following:

- A. Assist the Agency with current and new programs developed and operating under 1915(b) waivers and waiver renewals as indicated below. Waivers are renewed every five years but may be amended to meet policy requirements. The Contractor shall:
1. Provide documentation and spreadsheets for cost effectiveness and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within timeframes specified by the Agency.
 2. Provide cost effectiveness analysis and exhibits for waiver submissions as directed and approved by the Agency within the timeframes specified by the Agency. This includes quarterly assessments and validations of the Medicaid Equivalency Group (MEG) calculations, when applicable. This may include coordination with Agency fiscal staff to determine why there are discrepancies within the MEGs.
 3. Provide documentation approved by the Agency detailing methodology, background, and calculations per rate for current and future waiver years to be used by the Agency for procurement, and waiver application and renewal within timeframes specified by the Agency.
- B. Assist the Agency with current and new programs developed and operating under 1915(c) waivers and waiver renewals as indicated below. Waivers are renewed every five years but may be amended to meet policy requirements. The Contractor shall:
1. Provide detailed documentation and spreadsheets supporting financing and budget neutrality and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within timeframes specified by the Agency.
 2. Provide cost effective analysis and exhibits for waiver submissions as directed by and within the timeframe specified by the Agency.
 3. Provide budget neutrality analysis and exhibits for waiver submissions as directed by the Agency for Agency approval. This includes development of CMS372 data for annual submissions within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 4. Provide detailed documentation for Agency approval detailing methodology, background, and calculations per rate for current and future waivers to be used by the Agency for procurement, and waiver application and renewal within the timeframe specified by the Agency.
- C. Assist the Agency with current and new programs developed and operating under 1115 waivers and waiver renewals as indicated below. The Contractor shall:
1. Provide documentation and spreadsheets for financing and budget neutrality and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within the timeframe specified by the Agency.
 2. Provide budget neutrality analysis and exhibits for waiver submissions as directed by the Agency and submit for Agency approval within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 3. Provide documentation for Agency approval detailing methodology, background, and calculations per rate for current and future waiver years to be used by the Agency for procurement, and waiver application renewal within the timeframe specified by the Agency.

- D. Assist the Agency with current and new programs developed and operating under authorities, including, but not limited to state plan amendments (SPAs), state directed payments, and healthcare related provider taxes. The Contractor shall:
1. Provide fiscal analysis as requested and approved by the Agency within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 2. Provide support for development of initiatives impacting Medicaid and CHIP to ensure State compliance with federal managed care oversight regulations.
 3. Provide documentation for Agency approval detailing methodology, background, and calculations as directed by the Agency within the timeframe specified by the Agency.

1.3.1.3 Task Area 3. Experience Monitoring and Reporting

Contractor duties include, but are not limited to the following:

- A. Encounter Data and Encounter Utilization Monitoring.
1. Develop and provide documentation for the Agency and the managed care plans by scheduling meetings and developing meeting agendas and information to use for conducting and facilitating meetings to discuss methodology and specifications.
 2. Collect encounter data and maintain an internal data warehouse for data analytics as approved by the Agency's Compliance Division, Data Sharing, Privacy, and Open Records (DSPOR) Bureau. Review submitted encounter data to ensure completeness and accuracy.
 3. Conduct monthly evaluations of volumes and expenditures upon receipt of enrollment and encounter data and identify potential discrepancies.
 4. Conduct longitudinal encounter to financial comparisons. This analysis shall encompass multiple variables, including, but not limited to managed care plans and cost of services.
 5. Review quarterly and annual managed care plan reports submitted to the Agency to gain insight into potential issues.
 6. Develop and submit quarterly reports comparing the managed care plans' submitted encounter data with the self-reported financial and utilization managed care plan data.
 7. Provide reporting capabilities through alternative methods, including electronic tools developed by the Contractor, ensuring the Agency has access to reports and information through these tools.

1.3.1.4 Task Area 4. Risk Adjustment

The Contractor's duties and deliverables to the Agency include, but are not limited to the following:

- A. Risk Scoring Methodology: Develop, document, and submit risk scoring methodologies to rebalance capitation rates for Agency approval within the timeframe specified by the Agency.
- B. Risk Score Calculations. Calculate and provide individual risk scores, adjustments, and rebalancing factors and submit to the Agency for approval within the timeframe specified by the Agency.
- C. Risk Adjustment Reconciliations and Capitation Adjustments. Reconcile total capitation amounts paid to the managed care plans with the rebalanced results after risk adjustment has been applied and submit to the Agency for approval within the timeframe specified by the Agency.

1.3.1.5 Task Area 5. Technical Assistance

The Contractor shall provide technical assistance and actuarial support as defined and approved in advance by the Agency for any services not associated with the current scope of work. This includes assisting the Agency with program changes and new waiver development. The Contractor shall ensure the Contract Manager is aware of these requests and itemize these services on their monthly invoice based on an hourly rate.

1.3.1.6 Task Area 6. Ad Hoc Analysis

Contractor duties include, but are not limited to the following:

- A. Iowa Health Link Assistance. Follow up with managed care plans regarding Capitation Rates, outstanding questions regarding Capitation Rate development of payment methods, rate cell questions, and other items. This will include leading discussions between the Contractor, the Agency, and the MCOs to address MCO concerns regarding emerging experience and Capitation Rates and supporting the Agency in negotiations and finalizing contracts with MCOs.
- B. Iowa Health Link and Dental Wellness Capitation Rate Discussions with CMS. Provide responses to CMS questions in an Agency approved format, as requested by the Agency, to include Capitation Rates, evaluation of risk corridor calculations, and proposed changes to the DWP.
- C. Iowa Health Link Capitation Rate Modifications and Related Other Adjustments. Conduct additional analysis and provide capitation rate adjustments and reports for the following items, plus any additional items requested and approved by the Agency:
 1. Hospital Inpatient Rebasing;
 2. Rehabilitative Services; and
 3. GME and UPL payments; and
 4. ~~Federal Health Insurer Fee reconciliations.~~
- D. Policy and Fiscal Impact Analysis. Perform various analyses to support review of proposed policy changes. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency, as determined by the Agency.
- E. Budget Projection Assistance. Perform analysis on request to support budget projections. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency, as determined by the Agency.
- F. Year-End Settlements (YES). Reconcile all financial transactions related to the contract year. YES shall be conducted in accordance with regulatory guidelines and industry standards.
- G. Pay for Performance Calculations. Accurately calculate pay for performance incentives based on Agency predefined metrics and performance criteria. The calculations shall be transparent, verifiable, and subject to audit.
- H. Hawki Dental Capitation Rates. Provide assistance and certification of the capitation rates and assistance with contract negotiations with the contracted dental plan(s).

- I. Gap Analysis. Identify and value inconsistencies between Capitation Rate assumptions, MCO encounter data, and MCO cost reports, and propose actions necessary to reduce and/or eliminate the gaps.
- J. Home and Community-Based Services (HCBS) Tiered Rates. Provide technical support in the Agency's on-going operations to tiered HCBS rates that will compensate providers. Provide on-going rates to minimize provider challenges so that rates are sound and budget neutral to the Agency. Support shall include provider impact, be appropriate for members at all levels of complexity, and include necessary proposals for others
- K. Habilitation (HAB) Rate Analysis. Provide rate analysis as directed by the Agency.
- L. Medicaid Fee Schedule Analysis. Provide Medicaid fee schedule analysis as directed by the Agency.
- M. Integrated Health Home (IHH) Program Analysis. Provide IHH Program analysis as directed by Agency.
- N. Medicaid Managed Care Claiming Methodologies. Develop claiming methodologies as requested by the State to identify the portion of the capitation rates attributable to the relevant benefit or population. This could include, but is not limited to, family planning services, Indian Health Services, prescription drugs, substance-use services, certified community behavioral health clinic (CCBHC) services, and enhanced fee schedules. These methodologies must comply with State Medicaid Director Letter #23-005 and will be updated each rate setting period.
- O. Federal Reporting Assistance. Perform analysis on request to support federal reporting. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency. This could include, but is not limited to, assistance with the distribution of lump sum managed care payments or settlements by rate cell, MEG, and/or FMAP category and assistance with managed care directed payment federal reporting.

1.3.1.7 General Obligations

Contractor duties include, but are not limited to the following:

- A. Actuarial Soundness.
 - 1. Develop actuarial methodologies and calculate rates in compliance with all federal and State requirements, including CMS guidance for actuarial soundness. All actuarial services shall be fully compliant with all applicable State and federal rules and regulations including, but not limited to, requirements of Section 1903(m) of the Social Security Act, 42 CFR § 438.4, CMS-2439-F, and CMS-2442-F.
 - 2. Ensure all work products are certified as actuarially sound by a Member of the American Academy of Actuaries (MAAA).
 - 3. Adhere to all applicable actuarial standards of practice in the performance of all activities identified in this scope of work.
 - 4. Deliverables must be free from material, statistical, mathematical, and reference errors when submitted in final form to the Agency.
- B. Project Management.

1. Identify Contractor project managers for each Task Area.
2. Project managers shall maintain the actuarial credentials, FSA or ASA, and MAAA designations throughout the life of the Contract.
3. Submit copies of current credentials to the Agency within 10 calendar days of Contract execution and annually thereafter.
4. The Agency shall be notified within one business day of any changes to the Contractor's project managers assigned to the Contract. The Agency reserves the right of prior approval for any replacement of Contractor project managers.
5. Project manager(s) or their designee(s) shall be available for unscheduled telephone or virtual meetings within one business day of an Agency request.

C. Appeals.

1. Provide assistance as requested by the Agency in all stages of the appeal process or other litigation concerning rate settings and actuarial services, including, but not limited to providing expert testimony where appropriate to defend the actuarial determinations made.

D. Data.

1. The Contractor shall maintain databases and systems, as necessary, to support Contract functions, including the ability to interface with data sources as determined and approved by the Agency's Compliance Division, Data Sharing, Privacy, and Open Records (DSPOR) Bureau.
2. The Contractor shall meet the Agency and the Office of the Chief Information Officer's security standards for data collection, storage, and secured electronic submissions. This includes, but is not limited to, a minimum 256-bit encryption for both authentication and data transmission. See <https://ocio.iowa.gov/standards>.
3. The Contractor shall ensure that the Contractor solutions:
 - i. Accept and maintain accurate current and historical data;
 - ii. Create sufficient audit trails for all activity as per State and federal regulations regarding data retention; and
 - iii. Deliver all interfaces timely.
4. The Contractor shall manage application security for the Contractor solutions to ensure access is available and appropriate to the role description.
5. The Contractor shall ensure security safeguards are in place to assure the integrity of system hardware, software, records, and files, including, but not limited to:
 - i. Orienting new employees to security policies and procedures;
 - ii. Conducting periodic review sessions on security procedures;
 - iii. Developing lists of personnel to be contacted in the event of a potential or suspected security breach;
 - iv. Maintaining entry logs for limited access areas;
 - v. Maintaining an inventory of Agency assets, not including any financial assets;
 - vi. Limiting physical access to systems hardware, software, and libraries; and
 - vii. Maintaining confidential and critical materials in limited access, secured areas.
6. If the Contractor's systems or applications will host Agency data, the Contractor shall provide the following to the Agency:
 - i. Documentation of SOC2 compliance or the following documentation prior to system implementation and annually thereafter:
 - a. Attestation of passed information security risk assessment;

- b. Attestation of passed network penetration scan; and
 - c. If the Contractor utilizes a web application in performance of services under this Contract, attestation of passed web application security scan.
 - ii. The Contractor shall develop and maintain, and adhere to an Agency approved, disaster recovery and business continuity plan to address recovery of business functions, business units, business processes, human resources, and the technology infrastructure. The Contractor shall comply with the Agency-approved plan at all times. The Contractor shall protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations.
 7. If the Contractor's solution involves a Cloud Service Model (CSM), the CSM must be FedRAMP, Moderate level Authorized.
- E. Meetings.
1. Agency Meetings. Participate in and contribute to all Agency meetings, in-person or virtual, related to the Contract. These meetings will include reviewing Contract status, planning for future actions, addressing other necessary aspects, and may include scheduling meeting, providing agendas and other materials at the Agency's request.
 2. Stakeholder Meetings. Meet with the managed care plans, other provider groups and other concerned parties as deemed necessary by the Agency. This includes scheduling meetings, providing agendas, and developing and providing presentation materials, as required and approved by the Agency.
 3. For unscheduled meetings, the Contractor shall be available within three business days of Agency request.
- F. Assist the Agency in the development of and presentation of materials, as approved by the Agency, before the Council on Human Services and any legislative committees and subcommittees regarding actuarial findings. This task will require the Contractor to keep the Agency informed of its findings, conclusions, and progress of items in development, and to provide any additional information that may be requested. This task will also require the Contractor to accompany the Agency to develop and present Agency approved agenda and presentation materials to CMS or to connect by telephone, as directed by the Agency.
- G. Prepare and be available to provide periodic progress reports and Contract-related tasks, as necessary, to the Medical Assistance Advisory Council (MAAC), the Council on Human Services, CMS, and other advisory or oversight entities on any aspect of actuarial services with which the Contractor is involved.
- H. Provide quality assurance for all deliverables to be submitted to the Agency.

1.3.2 Performance Measures.

- A. Rate Setting.
1. Contractor shall develop and submit draft rates and methodologies to the Agency 120 calendar days prior to the date the rates are to become effective. CMS has final approval of all rates and methodologies.
 2. Contractor shall submit additional rate settings, actuarial opinions, and impacts to the Agency for approval within 60 calendar days of request.

3. Contractor shall submit PACE written reports to the Agency for approval 120 calendar days prior to the date the rates are to become effective.
- B. Federal Authority Support.
1. Contractor shall submit documentation, spreadsheets, and narrative portions of waiver renewal applications to the Agency at least six months prior to the expiration date of each of the existing waivers.
- C. Encounter Data and Encounter Utilization Monitoring.
1. Contractor shall submit evaluation of encounter data including completeness and trending utilization, no later than 20 business days following the end of the month in which the encounter data was due from the MCO.
 2. Quarterly reports comparing the health plan submitted encounter data with self-reported financial and utilization data is due no later than the fifth month following the end of each State fiscal year quarter or as mutually agreed upon by the Agency and the Contractor.
- D. Risk Adjustment.
1. Contractor shall provide the Agency the risk score adjustments and rebalancing at the time the draft capitation rates are submitted to the Agency.
- E. Technical Assistance.
1. Contractor shall provide all technical assistance and actuarial support within the timeline agreed to between the Agency and the Contractor.
- F. Ad Hoc Analysis.
1. Contractor shall provide the Agency all deliverables timely as defined by the Agency.

1.3.3 Contract Payment Methodology.

The Contractor will be paid at an individual rate per hour for off-site work, as set forth in Attachment F-1. Rates include all administrative expenses. Invoices will be itemized and filled for each month they are incurred throughout the term of the Contract. Contractor may not bill an individual rate per hour for any time they are in travel status.

For on-site work, the Contractor will be paid a lump-sum amount, as set forth in Attachment F-1. No additional expenses will be paid to the Contractor for work associated with on-site work. Identification of the on-site lump-sum rate (one day, two day, etc.) is a per person based on meeting days.

The Contractor shall itemize costs per task area each month, broken out by hours per individual rates, using a monthly reporting tool similar to the sample in Attachment F-2. The Contractor shall submit this tool to the Agency with the monthly invoice that includes a summary of off-site hours and lump-sum visits.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

Sara Gillen
Iowa Department of Health and Human Services, Iowa Medicaid
1305 E. Walnut
Des Moines, IA 50309-1833
Phone: 515-829-5641
RFPMED-25-004@hhs.iowa.gov

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources.

Resources related to this RFP are available on the website: <https://hhs.iowa.gov/programs/welcome-iowa-medicaid/iowa-health-link/rfp>. Materials available include, but are not limited to:

- Iowa's Medicaid Strategic Plan
- Medicaid Program Information
- Current Monthly Reports
- Current Contract and Amendments

2.5 Intent to Bid.

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

2.6 Reserved.

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

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

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

2.8 Submission of Bid Proposal.

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

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

2.9 Amendment to the RFP and Bid Proposal.

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

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

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

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

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

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

- Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved.

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

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

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

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five calendar days of the date of the decision on reconsideration, exclusive of Saturdays, Sundays, and legal state holidays, and in accordance with 441 Iowa Admin. Code Ch. 7.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

| Subject | Specifications |
|---|---|
| Paper Size | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| Font | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. |
| Page Limit | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a “Tab 3 Attachments” section is limited to 200 pages. See Section 3.2 for further information about Tab 3 Attachments. |
| Pagination | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| Bid Proposal General Composition | <ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections. |
| Envelope Contents and Labeling | <ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled “original.” The Technical and Cost Proposal must be packaged separately. |
| Number of Hard Copies | Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original |

| | |
|---|--|
| | signatures. |
| USB Flash Drive | <ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit 2 flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and 2 flash drives of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Request for Confidential Treatment | <p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Exceptions to | If the Bidder objects to any term or condition of the RFP or attached |

| | |
|------------------------------|--|
| RFP/Contract Language | <p>Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p> |
|------------------------------|--|

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

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

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

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

Note:

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

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

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

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

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

For each similar service, provide a matrix detailing:

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

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

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

- One showing overall operations.
- One showing staff who will provide services under the RFP.

3.2.5.2 Names and Credentials of Key Corporate Personnel.

- Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- Include names of the current board of directors, or names of all partners, as applicable.
- Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP. The resumes should include name,

education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)
- Certification and Disclosure Regarding Lobbying

3.2.7 Financial Statements.

The Bidder shall submit 1 complete hard copy and a USB flash drive containing an electronic copy of audited financial statements from independent auditors for the last three (3) years. Entities not required to have audited financial statements may submit CPA-prepared unaudited financial statements. Hard copies should be submitted in a separate binder from the Technical and Cost proposals.

3.3 Cost Proposal.

The Bidder's Cost Proposal shall be submitted using the worksheet in Attachment F-1 of this RFP. Bidders should submit an Excel version of Attachment F-1. The Bidder shall provide the following information in the Cost Proposal:

Off-site Hourly Rates

Outside Consultant (not a direct employee of company)
Corporate Level Advisory Role
Project Manager (FSA/ASA and MAAA)
Senior Level Actuarial Position (FSA or ASA)
Senior Consultant (direct employee of company)
Junior Level Actuarial Position
Entry Level Actuarial Position

On-site Lump-sum Amounts

- One Day
- Two Days
- Three Days
- Four Days
- Five Days
- On-site lump sum amount

Section 4 Evaluation of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

Scoring Guide.

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

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

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components

will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

| <u>Technical Proposal Components</u> | <u>Weight</u> | <u>Score (0-4)</u> | <u>Potential Maximum Points</u> |
|---|---------------|--------------------|---------------------------------|
| Executive Summary RFP Section 3.2.1 | 75 | | 300 |
| Rate Setting RFP Sections 1.3.1.1 and 3.2.3 | 300 | | 1,200 |
| Federal Authority Support RFP Section 1.3.1.2 | 100 | | 400 |
| Monitoring and Reporting RFP Section 1.3.1.3 | 150 | | 600 |
| Risk Adjustment RFP Section 1.3.1.4 | 150 | | 600 |
| Technical Assistance RFP Section 1.3.1.5 | 100 | | 400 |
| Ad Hoc Analysis RFP Section 1.3.1.6 | 150 | | 600 |
| General Obligations RFP Section 1.3.17 | 300 | | 1,200 |
| Bidder's Experience RFP Section 3.2.4 | 75 | | 300 |
| Personnel RFP Section 3.2.5 | 100 | | 400 |

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing: 2,000.

Total Points Possible for Technical and Cost Proposals: 8,000

4.4 Recommendation of the Evaluation Committee.

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

Attachment A: Release of Information
(Return this completed form behind Tab 6 of the Bid Proposal.)

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

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

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

PRIMARY BIDDER CERTIFICATIONS

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

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

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

3. EXECUTION.

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

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

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

Attachment D: Additional Certifications
(Do not return this page with the Bid Proposal.)

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

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

6. NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying Attachment
(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

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

Attachments Specific to This RFP

Attachment F-1 – Cost Proposal Worksheet

Attachment F-2 – Sample Itemized Work Monthly Report

Attachment: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

| | |
|--------------|--|
| RFP # | Contract # |
| MED-25-004 | <i>{To be completed when contract is drafted.}</i> |

| |
|--|
| Title of Contract |
| <i>{To be completed when contract is drafted.}</i> |

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

| | |
|--|--|
| Agency of the State (hereafter "Agency") | |
| Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114 | Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i> |
| Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i> | Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i> |

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

| Contract Information | |
|--|--|
| Start Date: <i>{To be completed when contract is drafted.}</i> | End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i> |
| Possible Extension(s): <i>{To be completed when contract is drafted.}</i> | |
| Contract Contingent on Approval of Another Agency: No | ISPO Number: ISPO-25-01 |
| Contract Include Sharing SSA Data? No | DoIT Number: N/A |

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

"Agency" means the Iowa Department of Health and Human Services.

"Bid Proposal" or **"Proposal"** means the Bidder's proposal submitted in response to the RFP.

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

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

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

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

Definitions Specific to this RFP.

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

"ASA" means Associate of the Society of Actuaries.

"Capitation Rate" means a monthly fee paid for each member assigned or each event (for example, maternity delivery) regardless of the number of actual cost of services provided under a system of reimbursement for MCOs and PAHPs. Capitation rates can vary by member based on demographics, location, covered services, or other characteristics. Capitation rates can be structured so that an MCO or PAHP is fully at risk, or so that an MCO or PAHP shares the risk with other parties.

"CMS" means Center for Medicare and Medicaid Services.

"Cost Effectiveness" generally means that Medicaid's premium payment for waivers plus the cost of any additional services and cost sharing assistance that would be required would be comparable to what it would otherwise pay for the same services.

"Dental Wellness Plan" or **"DWP"** is a commercial dental plan that provides dental services for Iowa Medicaid members, age 19 or older.

"Dental Wellness Plan Kids" or **"DWP Kids"** is a commercial dental plan that provides dental services for Iowa Medicaid members, age 0-18.

"FSA" means Fellow of the Society of Actuaries.

"Healthy and Well Kids in Iowa" or **"Hawki"** is federally known as the Children's Health Insurance Program (CHIP) and provides health coverage to children and families with income too high to qualify for Medicaid, but that cannot afford private health coverage.

"Iowa Health Link" is a Medicaid "SS" 1915(b) waiver program for comprehensive health care

coverage for much of the Iowa Medicaid population. Coverage is provided under a statewide Medicaid managed care delivery system contracted through Managed Care Organizations (MCOs).

"Iowa Health and Wellness Plan" or "IHAWP" provides comprehensive health coverage at low or no cost to Iowans between the ages of 19 and 64, who have an income that does not exceed 133 percent of the federal poverty level, and who are not otherwise eligible for Medicare or Medicaid. The majority of IHAWP members are enrolled in managed care. The Iowa Wellness Plan is the only coverage program offered under IHAWP.

"MAAA" means Member of the American Academy of Actuaries.

"Managed Care Organization" or "MCO" means an entity that (1) is under contract with the department to provide services to Medicaid recipients and (2) meets the definition of "health maintenance organization: in Iowa Code Section 514B.1.

"Managed Care Plan" or "MCP" refers to managed care organizations (MCOs) and prepaid ambulatory health plans (PAHPs).

"Medicaid Managed Care" is a health care delivery system organized to manage cost, utilization, and quality. It provides for the delivery of Medicaid health benefits and additional services through contracted arrangements between state Medicaid agencies and MCOs that accept a set per member per month (capitation) payment for these services.

"PACE" means Program of All-Inclusive Care for the Elderly, as described by CMS.

"PAHP" means prepaid ambulatory health plan. There are currently two Dental Wellness Plan PAHPs and one Hawki Program PAHP.

"Service Organization Control 2" or "SOC2" means the internal controls in place at the third-party service organization. For a company to receive SOC 2 certification, it must have sufficient policies and strategies that satisfactorily protect the client's data.

1.2 Contract Purpose.

The purpose of this contract is to provide actuarial services to develop and support managed care rate setting and other projects as they arise that require actuarial investigation and/or certification.

1.3 Scope of Work.

1.3.1 Deliverables.

1.3.1.1 Task Area 1. Rate Setting

Contractor duties include but are not limited to the following:

A. **Methodologies.** Develop and support Agency approved rate setting methodologies for Iowa's existing Medicaid programs, with the possibility that additional programs or populations may be added. This includes a written report detailing the rate setting methodologies used for MCO (includes both Medicaid and Hawki Program populations), PAHP, and PACE populations, ensuring compliance with CMS and Agency standards. Rates are to be adjusted each state fiscal year, and additionally as requested by the Agency and additionally at the sole discretion of the Agency due to changes in coverage.

1. The Hawki Program requires all managed care plans to meet the actuarial equivalence of the Hawki benchmark plan. As directed by the Agency, the

Contractor shall also provide an analysis and/or rate setting for new coverage groups or changes to benefits for the Hawki Program.

2. Provide Agency approved in-person or virtual training and technical assistance concerning rate setting methodology to Agency personnel at least annually and as determined by the Agency. This includes training agenda and materials for specific sessions, delivery of training related to rate setting methodologies, and statistical data analysis.

B. Calculations. The Contractor shall develop and support actuarially sound rate structures to be applied to the following:

1. **Medicaid MCO Populations.** Calculate rates for IA Health Link.
2. **Dental Wellness Plan.** Calculate capitated rates for the Dental Wellness Plan and for other dental programs and/or populations as requested by the Agency.
3. **Hawki Program Populations.** For the Hawki Program, the Contractor shall perform the following services:
 - a. Calculate capitation rates for the Hawki Program under IA Health Link and the dental PAHP.
 - b. Certify whether the benefit plans submitted by new managed care plans are actuarially equivalent to the benchmark plan.
4. **PACE Organizations.** For those Medicaid members with and without Medicare coverage, the Contractor shall submit an electronic written report providing detail of how capitation rates are calculated for the PACE Program by the service area regions covered by the PACE organizations and shall, on an annual basis, calculate a monthly PACE capitation rate for a fee-for-service equivalent. The rate is designed to result in cost savings relative to expenditures that would otherwise be paid for a comparable nursing facility eligible population not enrolled under the PACE Program.

1.3.1.2 Task Area 2. Federal Authority Support

Contractor duties include, but are not necessarily limited to the following:

- A. Assist the Agency with current and new programs developed and operating under 1915(b) waivers and waiver renewals as indicated below. Waivers are renewed every five years but may be amended to meet policy requirements. The Contractor shall:
 1. Provide documentation and spreadsheets for cost effectiveness and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within timeframes specified by the Agency.
 2. Provide cost effectiveness analysis and exhibits for waiver submissions as directed and approved by the Agency within the timeframes specified by the Agency. This includes quarterly assessments and validations of the Medicaid Equivalency Group (MEG) calculations, when applicable. This may include coordination with Agency fiscal staff to determine why there are discrepancies within the MEGs.
 3. Provide documentation approved by the Agency detailing methodology, background, and calculations per rate for current and future waiver years to be used by the Agency for procurement, and waiver application and renewal within timeframes specified by the Agency.
- B. Assist the Agency with current and new programs developed and operating under 1915(c) waivers and waiver renewals as indicated below. Waivers are renewed every five years but may be amended to meet policy requirements. The Contractor shall:

1. Provide detailed documentation and spreadsheets supporting financing and budget neutrality and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within timeframes specified by the Agency.
 2. Provide cost effective analysis and exhibits for waiver submissions as directed by and within the timeframe specified by the Agency.
 3. Provide budget neutrality analysis and exhibits for waiver submissions as directed by the Agency for Agency approval. This includes development of CMS372 data for annual submissions within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 4. Provide detailed documentation for Agency approval detailing methodology, background, and calculations per rate for current and future waivers to be used by the Agency for procurement, and waiver application and renewal within the timeframe specified by the Agency.
- C. Assist the Agency with current and new programs developed and operating under 1115 waivers and waiver renewals as indicated below. The Contractor shall:
1. Provide documentation and spreadsheets for financing and budget neutrality and completion of relative narrative portions of the waiver renewal or amendment applications for Agency approval in accordance with CMS requirements and within the timeframe specified by the Agency.
 2. Provide budget neutrality analysis and exhibits for waiver submissions as directed by the Agency and submit for Agency approval within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 3. Provide documentation for Agency approval detailing methodology, background, and calculations per rate for current and future waiver years to be used by the Agency for procurement, and waiver application renewal within the timeframe specified by the Agency.
- D. Assist the Agency with current and new programs developed and operating under authorities, including, but not limited to state plan amendments (SPAs), state directed payments, and healthcare related provider taxes. The Contractor shall:
1. Provide fiscal analysis as requested and approved by the Agency within the timeframe specified by the Agency. This may include coordination with Agency fiscal staff.
 2. Provide support for development of initiatives impacting Medicaid and CHIP to ensure State compliance with federal managed care oversight regulations.
 3. Provide documentation for Agency approval detailing methodology, background, and calculations as directed by the Agency within the timeframe specified by the Agency.

1.3.1.3 Task Area 3. Experience Monitoring and Reporting

Contractor duties include, but are not limited to the following:

- A. Encounter Data and Encounter Utilization Monitoring.
1. Develop and provide documentation for the Agency and the managed care plans by scheduling meetings and developing meeting agendas and information to use for conducting and facilitating meetings to discuss methodology and specifications.
 2. Collect encounter data and maintain an internal data warehouse for data analytics as approved by the Agency's Compliance Division, Data Sharing, Privacy, and

Open Records (DSPOR) Bureau. Review submitted encounter data to ensure completeness and accuracy.

3. Conduct monthly evaluations of volumes and expenditures upon receipt of enrollment and encounter data and identify potential discrepancies.
4. Conduct longitudinal encounter to financial comparisons. This analysis shall encompass multiple variables, including, but not limited to managed care plans and cost of services.
5. Review quarterly and annual managed care plan reports submitted to the Agency to gain insight into potential issues.
6. Develop and submit quarterly reports comparing the managed care plans' submitted encounter data with the self-reported financial and utilization managed care plan data.
7. Provide reporting capabilities through alternative methods, including electronic tools developed by the Contractor, ensuring the Agency has access to reports and information through these tools.

1.3.1.4 Task Area 4. Risk Adjustment

The Contractor's duties and deliverables to the Agency include, but are not limited to the following:

- A. Risk Scoring Methodology: Develop, document, and submit risk scoring methodologies to rebalance capitation rates for Agency approval within the timeframe specified by the Agency.
- B. Risk Score Calculations. Calculate and provide individual risk scores, adjustments, and rebalancing factors and submit to the Agency for approval within the timeframe specified by the Agency.
- C. Risk Adjustment Reconciliations and Capitation Adjustments. Reconcile total capitation amounts paid to the managed care plans with the rebalanced results after risk adjustment has been applied and submit to the Agency for approval within the timeframe specified by the Agency.

1.3.1.5 Task Area 5. Technical Assistance

The Contractor shall provide technical assistance and actuarial support as defined and approved in advance by the Agency for any services not associated with the current scope of work. This includes assisting the Agency with program changes and new waiver development. The Contractor shall ensure the Contract Manager is aware of these requests and itemize these services on their monthly invoice based on an hourly rate.

1.3.1.6 Task Area 6. Ad Hoc Analysis

Contractor duties include, but are not limited to the following:

- A. Iowa Health Link Assistance. Follow up with managed care plans regarding Capitation Rates, outstanding questions regarding Capitation Rate development of payment methods, rate cell questions, and other items. This will include leading discussions between the Contractor, the Agency, and the MCOs to address MCO concerns regarding emerging experience and Capitation Rates and supporting the Agency in negotiations and finalizing contracts with MCOs.
- B. Iowa Health Link and Dental Wellness Capitation Rate Discussions with CMS. Provide responses to CMS questions in an Agency approved format, as requested by the

Agency, to include Capitation Rates, evaluation of risk corridor calculations, and proposed changes to the DWP.

- C. Iowa Health Link Capitation Rate Modifications and Related Other Adjustments. Conduct additional analysis and provide capitation rate adjustments and reports for the following items, plus any additional items requested and approved by the Agency:
 - 1. Hospital Inpatient Rebasing;
 - 2. Rehabilitative Services; ~~and~~
 - 3. GME and UPL payments; ~~and~~
 - 4. ~~Federal Health Insurer Fee reconciliations.~~
- D. Policy and Fiscal Impact Analysis. Perform various analyses to support review of proposed policy changes. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency, as determined by the Agency.
- E. Budget Projection Assistance. Perform analysis on request to support budget projections. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency, as determined by the Agency.
- F. Year-End Settlements (YES). Reconcile all financial transactions related to the contract year. Year-end settlements shall be conducted in accordance with regulatory guidelines and industry standards.
- G. Pay for Performance Calculations. Accurately calculate pay for performance incentives based on Agency predefined metrics and performance criteria. The calculations shall be transparent, verifiable, and subject to audit.
- H. Hawki Dental Capitation Rates. Provide assistance and certification of the capitation rates and assistance with contract negotiations with the contracted dental plan(s).
- I. Gap Analysis. Identify and value inconsistencies between Capitation Rate assumptions, MCO encounter data, and MCO cost reports, and propose actions necessary to reduce and/or eliminate the gaps.
- J. Home and Community-Based Services (HCBS) Tiered Rates. Provide technical support in the Agency's on-going operations to tiered HCBS rates that will compensate providers. Provide on-going rates to minimize provider challenges so that rates are sound and budget neutral to the Agency. Support shall include provider impact, be appropriate for members at all levels of complexity, and include necessary proposals for others
- K. Habilitation (HAB) Rate Analysis. Provide rate analysis as directed by the Agency.
- L. Medicaid Fee Schedule Analysis. Provide Medicaid fee schedule analysis as directed by the Agency.
- M. Integrated Health Home (IHH) Program Analysis. Provide IHH Program analysis as directed by Agency.
- N. Medicaid Managed Care Claiming Methodologies. Develop claiming methodologies as requested by the State to identify the portion of the capitation rates attributable to the relevant benefit or population. This could include, but is not limited to, family planning

services, Indian Health Services, prescription drugs, substance-use services, certified community behavioral health clinic (CCBHC) services, and enhanced fee schedules. These methodologies must comply with State Medicaid Director Letter #23-005 and will be updated each rate setting period.

- O. Federal Reporting Assistance. Perform analysis on request to support federal reporting. Analysis shall either be completed fully by Contractor or by Contractor review and comment on analysis performed by the Agency. This could include, but is not limited to, assistance with the distribution of lump sum managed care payments or settlements by rate cell, MEG, and/or FMAP category and assistance with managed care directed payment federal reporting.

1.3.1.7 General Obligations

Contractor duties include, but are not limited to the following:

- A. Actuarial Soundness.
 - 1. Develop actuarial methodologies and calculate rates in compliance with all federal and State requirements, including CMS guidance for actuarial soundness. All actuarial services shall be fully compliant with all applicable State and federal rules and regulations including, but not limited to, requirements of Section 1903(m) of the Social Security Act, 42 CFR § 438.4, CMS-2439-F, and CMS-2442-F.
 - 2. Ensure all work products are certified as actuarially sound by a Member of the American Academy of Actuaries (MAAA).
 - 3. Adhere to all applicable actuarial standards of practice in the performance of all activities identified in this scope of work.
 - 4. Deliverables must be free from material, statistical, mathematical, and reference errors when submitted in final form to the Agency.
- B. Project Management.
 - 1. Identify Contractor project managers for each Task Area.
 - 2. Project managers shall maintain the actuarial credentials, FSA or ASA, and MAAA designations throughout the life of the Contract.
 - 3. Submit copies of current credentials to the Agency within 10 calendar days of Contract execution and annually thereafter.
 - 4. The Agency shall be notified within one business day of any changes to the Contractor's project managers assigned to the Contract. The Agency reserves the right of prior approval for any replacement of Contractor project managers.
 - 5. Project manager(s) or their designee(s) shall be available for unscheduled telephone or virtual meetings within one business day of an Agency request.
- C. Appeals.
 - 1. Provide assistance as requested by the Agency in all stages of the appeal process or other litigation concerning rate settings and actuarial services, including, but not limited to providing expert testimony where appropriate to defend the actuarial determinations made.
- D. Data.
 - 1. The Contractor shall maintain databases and systems, as necessary, to support Contract functions, including the ability to interface with data sources as determined and approved by the Agency's Compliance Division, Data Sharing, Privacy, and Open Records (DSPOR) Bureau.
 - 2. The Contractor shall meet the Agency and the Office of the Chief Information Officer's security standards for data collection, storage, and secured electronic

submissions. This includes, but is not limited to, a minimum 256-bit encryption for both authentication and data transmission. See <https://ocio.iowa.gov/standards>.

3. The Contractor shall ensure that the Contractor solutions:
 - i. Accept and maintain accurate current and historical data;
 - ii. Create sufficient audit trails for all activity as per State and federal regulations regarding data retention; and
 - iii. Deliver all interfaces timely.
4. The Contractor shall manage application security for the Contractor solutions to ensure access is available and appropriate to the role description.
5. The Contractor shall ensure security safeguards are in place to assure the integrity of system hardware, software, records, and files, including, but not limited to:
 - i. Orienting new employees to security policies and procedures;
 - ii. Conducting periodic review sessions on security procedures;
 - iii. Developing lists of personnel to be contacted in the event of a potential or suspected security breach;
 - iv. Maintaining entry logs for limited access areas;
 - v. Maintaining an inventory of Agency assets, not including any financial assets;
 - vi. Limiting physical access to systems hardware, software, and libraries; and
 - vii. Maintaining confidential, critical materials in limited access, secured

areas.

6. If the Contractor's systems or applications will host Agency data, the Contractor shall provide the following to the Agency:
 - i. Documentation of SOC2 compliance or the following documentation prior to system implementation and annually thereafter:
 - a. Attestation of passed information security risk assessment;
 - b. Attestation of passed network penetration scan; and
 - c. If the Contractor utilizes a web application in performance of services under this Contract, attestation of passed web application security scan.
 - ii. The Contractor shall develop and maintain, and adhere to an Agency approved, disaster recovery and business continuity plan to address recovery of business functions, business units, business processes, human resources, and the technology infrastructure. The Contractor shall comply with the Agency-approved plan at all times. The Contractor shall protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations.
7. If the Contractor's solution involves a Cloud Service Model (CSM), the CSM must be FedRAMP, Moderate level Authorized.

E. Meetings.

1. Agency Meetings. Participate in and contribute to all Agency meetings, in-person or virtual, related to the Contract. These meetings will include reviewing Contract status, planning for future actions, addressing other necessary aspects, and may include scheduling meeting, providing agendas and other materials at the Agency's request.
2. Stakeholder Meetings. Meet with the managed care plans, other provider groups and other concerned parties as deemed necessary by the Agency. This includes scheduling meetings, providing agendas, and developing and providing presentation materials, as required and approved by the Agency.
3. For unscheduled meetings, the Contractor shall be available within three business days of Agency request.

- F. Assist the Agency in the development of and presentation of materials, as approved by the Agency, before the Council on Human Services and any legislative committees and subcommittees regarding actuarial findings. This task will require the Contractor to keep the Agency informed of its findings, conclusions, and progress of items in development, and to provide any additional information that may be requested. This task will also require the Contractor to accompany the Agency to develop and present Agency approved agenda and presentation materials to CMS or to connect by telephone, as directed by the Agency.
- G. Prepare and be available to provide periodic progress reports and Contract-related tasks, as necessary, to the Medical Assistance Advisory Council (MAAC), the Council on Human Services, CMS, and other advisory or oversight entities on any aspect of actuarial services with which the Contractor is involved.
- H. Provide quality assurance for all deliverables to be submitted to the Agency.

1.3.2 Performance Measures.

- A. Rate Setting.
 - 1. Contractor shall develop and submit draft rates and methodologies to the Agency 120 calendar days prior to the date the rates are to become effective. CMS has final approval of all rates and methodologies.
 - 2. Contractor shall submit additional rate settings, actuarial opinions, and impacts to the Agency for approval within 60 calendar days of request.
 - 3. Contractor shall submit PACE written reports to the Agency for approval 120 calendar days prior to the date the rates are to become effective.
- B. Federal Authority Support.
 - 1. Contractor shall submit documentation, spreadsheets, and narrative portions of waiver renewal applications to the Agency at least six months prior to the expiration date of each of the existing waivers.
- C. Encounter Data and Encounter Utilization Monitoring.
 - 1. Contractor shall submit evaluation of encounter data including completeness and trending utilization, no later than 20 business days following the end of the month in which the encounter data was due from the MCO.
 - 2. Quarterly reports comparing the health plan submitted encounter data with self-reported financial and utilization data is due no later than the fifth month following the end of each State fiscal year quarter or as mutually agreed upon by the Agency and the Contractor.
- D. Risk Adjustment.
 - 1. Contractor shall provide the Agency the risk score adjustments and rebalancing at the time the draft capitation rates are submitted to the Agency.
- E. Technical Assistance.
 - 1. Contractor shall provide all technical assistance and actuarial support within the timeline agreed to between the Agency and the Contractor.
- F. Ad Hoc Analysis.
 - 1. Contractor shall provide the Agency all deliverables timely as defined by the Agency.

1.3.3 Monitoring, Review, and Problem Reporting.

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and

- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Contract Manager or designee will:

Verify invoices and supporting documentation itemizing work performed prior to payment;
Determine compliance with general contract terms, conditions, and requirements; and
Assess compliance with Deliverables, performance measures, or other associated requirements based on the following"
Monitoring Clause*"

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

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

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

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

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

1.3.4 Contract Payment Clause.

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

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

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

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

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

1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

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

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

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

- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, HIPAA/HITECH, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and annually thereafter. Passed means no unresolved high or critical findings.

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: NIST 800-53, NIST Cybersecurity Framework, HITRUST, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

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

1.5.5 Business Associate. If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum (“BAA”), and any amendments thereof, as posted to the Agency’s website: <https://hhs.iowa.gov/media/2904/download?inline=>.

1.5.5 Legal Authority. Data sharing allowed for purposes directly connected to plan administration per 42 CFR 431.301.

1.6 Reserved.

1.8 Incorporation of General and Contingent Terms.

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

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

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

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

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