



Request For Proposal (RFP)

MED-25-003

Member Management, Consumer Assistance, and Eligibility
Help Desk Services for Iowa Medicaid and Healthy and Well
Kids in Iowa (Hawki)

Issuing Officer:

Traci McCaughey

Iowa Department of Health and Human Services

1305 East Walnut Street, B Level

Des Moines, IA 50319

RFPMED-25-003@dhs.state.ia.us

Proposal Request

RFP Purpose.

The Agency is seeking proposals to perform Member Services functions and other related activities for the Iowa Medicaid and Hawki programs. Additionally, to provide support related to assisting Iowans in their applications and renewals for health care coverage, as well as Level 1 Help Desk support for the electronic integrated eligibility application system (ELIAS).

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 2-year contract term with the ability to extend the contract for 4 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

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.

Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	Thursday, August 1, 2024
Agency Issues RFP to the Iowa Bid Opportunities Hosted Solicitations Website	Saturday, August 3, 2024
Bidder Letter of Intent to Bid Due By:	Friday, August 23, 2024
Bidder Written Questions Due By:	Date and Time for First Round of Questions: Friday, August 23, 2024 3:00 p.m. Date and Time for Second Round of Questions: Friday, September 13, 2024 3:00 p.m.
Agency Responses to Questions Issued By:	Date for First Round of Responses: Friday, August 30, 2024 Date for Second Round of Responses: Friday, September 20, 2024
Bidder Proposals and any Amendments to Proposals Due By	Friday, October 4, 2024 3:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	Friday, October 25, 2024
Contract Negotiations and Execution of the Contract Completed	Friday, November 8, 2024
Anticipated Start Date for the Provision of Services	Wednesday, January 1, 2025

SECTION 1. ACRONYMS, BACKGROUND, AND SCOPE OF WORK.**1.1 Acronyms.**

ABMS	Automated Benefit Management System
ACA	Affordable Care Act
ALJ	Administrative Law Judge
Buy-In	Medicare Buy-In
CHIP	Children's Health Insurance Program
CHIPRA	Children's Health Insurance Program Reauthorization Act
CMS	Centers for Medicare and Medicaid Services
CSR	Customer Service Representative
CST	Central Standard Time
DW/DS	Data Warehouse/Decision Support
DWP	Dental Wellness Plan
EDI	Electronic Data Interchange
ELIAS	Electronic Integrated Application Solution
ELVS	Eligibility Verification Information System
EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
FFP	Federal Financial Participation
FFS	Fee For Service
FOIA	Freedom of Information Act
FPL	Federal Poverty Level
FPP	Family Planning Program
GAX	General Accounting Expenditure
Hawki	Healthy and Well Kids in Iowa
HCBS	Home and Community Based Services
HHS	(Iowa) Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HRA	Health Risk Assessment
IABC	Iowa Automated Benefits Calculation
IHAWP	Iowa Health and Wellness Plan
IMCSC	Income Maintenance Customer Service Center
I-MERS	Iowa-Medicaid Electronic Records System
IMPA	Iowa Medicaid Portal Access system
IMW	Income Maintenance Workers
IoWANS	Institutional and Waiver Authorization and Narrative System
IT	Information Technology
IVR	Interactive Voice Response
LTSS	Long Term Services and Supports
MAAC	Medical Assistance Advisory Council
MACRA	Medicare Access and CHIP Reauthorization Act
MAR	Management and Administrative Reporting
MCP	Managed Care Provider
MHC (subsystem)	Managed Health Care (subsystem)
MMIS	Medicaid Management Information System
MOA	Memorandum of Agreement

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

MOU	Memorandum of Understanding
MPEP	Medicaid Presumptive Eligibility Portal
NCCI	National Council on Compensation Insurance
NEMT	Non-Emergency Medical Transportation
PAHP	Prepaid Ambulatory Health Plan
PCCM	Primary Care Case Management
PIHP	Prepaid Inpatient Health Plan
POS	Point of Sale
PPS	Premium Payment System
QIO	Quality Improvement Organization
RFI	Request for Information
RFP	Request for Proposal
SOP	Standard Operating Procedure
SPIRS	System Policy Interpretation Response System
SSA	Social Security Administration
SSP	Self Service Portal
SURS	Surveillance and Utilization Review System
TDD	Telecommunications Device for the Deaf
TPA	Third Party Administrator
TPL	Third Party Liability
WISE/ECF	Worker Information System Exchange

1.2 Background.

Legal Authority.

Title XIX of the Social Security Act (the Act) authorizes federal grants to states for a proportion of expenditures for medical assistance under an approved Medicaid state plan, and for expenditures necessary for administration of the state plan. Under section 1903(a)(7) of the Act, federal payment is available at a match of 50 percent for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration of the state plan,” per 42 C.F.R. § 433.15(b)(7).

Pursuant to 42 C.F.R. § 438.810, State expenditures for the use of Enrollment brokers are considered necessary for the proper and efficient operation of the State plan and thus eligible for FFP only if the broker and its subcontractors meet the following conditions:

1. Independence. The broker and its subcontractors are independent of any MCP/O, PIHP, PAHP, PCCM, or other health care provider in the State in which they provide Enrollment Services. A broker or subcontractor is not considered “independent” if it:
 - a) Is an MCO, PIHP, PAHP, PCCM or other health care provider in the State.
 - b) Is owned or controlled by an MCO, PIHP, PAHP, PCCM, or other health care provider in the State.
 - c) Owns or controls an MCO, PIHP, PAHP, PCCM or other health care provider in the State.

2. Freedom from conflict of interest. The broker and its subcontractor are free from conflict of interest. A broker or subcontractor is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the broker or subcontractor or has any contract with them:

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- a) Has any direct or indirect financial interest in any entity or health care provider that furnishes services in the State in which the broker or subcontractor provides Enrollment Services.
- b) Has been excluded from participation under title XVIII or XIX of the Act.
- c) Has been debarred by any Federal agency; or (iv) Has been, or is now, subject to civil money penalties under the Act.
- d) Has been, or is now, subject to civil money penalties under the Act.

3. Approval. The initial contract or memorandum of agreement (MOA) for services performed by the broker has been reviewed and approved by CMS.

CHIP program information.

Title XXI of the Act established the Children's Health Insurance Program (CHIP) and authorizes states to extend health care coverage to uninsured children who are not eligible for Medicaid. As a block grant, CHIP provides states with a set amount of funding that must be matched with state dollars. Iowa's State Child Health Insurance Program is designed to provide health and dental coverage for uninsured children in Iowa. The Iowa legislature authorized the creation of a two-part "combination" CHIP program in 1998. The first part is a Medicaid Expansion program for children with family incomes up to 133% of the federal poverty level covering children in specified age groups. This portion of the program follows Medicaid guidelines. Iowa Code 514I establishes the separate state child health insurance program, known as Healthy and Well Kids in Iowa, or Hawki. The Hawki program provides health and dental coverage for children 0 up to 19 of age who are not Medicaid eligible and whose family income does not exceed 302% of the FPL.

In January 2018, a six (6) year extension of CHIP was signed, funding the program through federal fiscal year 2023. Additionally, the Bi-Partisan Budget Act, which was signed in February 2018, extended the funding for CHIP for an additional four (4) years, bringing the total extension through to federal fiscal year 2027. Legislative action will be required to extend federal funding past September 2027. Though this legislative action is not directly connected with this RFP, the successful Bidder will need to be flexible with program design if federal funding is not reauthorized and the member support activities change as a result.

Section 1903(a)(3) of the Act provides for Federal Financial Participation (FFP) in State expenditures for the design, development, or installation of mechanized claims processing and information retrieval systems and for the operation of certain systems. Additional HHS regulations and CMS procedures for implementing these regulations are in 42 C.F.R. part 433; 45 C.F.R. part 75; 45 C.F.R. part 95, subpart F; part 11, State Medicaid Manual; CMS sub-regulatory guidance; and Section 1903(r) of the Act, which imposes certain standards and conditions on mechanized claims processing and information retrieval systems (including eligibility determination systems) in order for these systems to be eligible for Federal funding under section 1903(a) of the Act.

Overview.

On June 14, 2022, House File 2578 was passed to create a Department of Health and Human Services by transitioning departments and aligning services to accomplish the following:

- More efficiently and effectively manage health and human services programs that are the responsibility of the state.
- Establish a health and human services policy for the state.
- Promote health and the quality of life in the health and human services field.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

Iowa Health and Human Services (HHS) is the single State entity responsible for administering the Medicaid program in Iowa. The Iowa Medicaid Program reimburses providers for delivery of services to eligible Medicaid recipients under the authority of Title XIX of the Social Security Act through enrolled providers and health plans. The Agency is also responsible for Iowa's State CHIP program, including Hawki.

Iowa Medicaid includes a managed care system, known as IA Health Link. This program provides health coverage that is covered by three (3) Managed Care Organizations (MCOs), also known as a health plan. It brings together physical, behavioral, and long-term care under one program. Most Medicaid Members are enrolled in the IA Health Link managed care program. Approximately 94% of all Iowa Medicaid Members are enrolled in an MCO with 6% remaining in Fee For Service (FFS). Iowa's Hawki population is served by the same Medicaid MCOs and are included in the total MCO population.

Iowa Medicaid Coverage Groups and Corresponding Programs.

There are three Iowa Medicaid coverage groups and corresponding programs: IA Health Link, Medicaid FFS, and Hawki. Information regarding these programs is found at the following links:

[Iowa Health Link | Health & Human Services](#)

[Fee-for-Service | Health & Human Services \(iowa.gov\)](#)

[Hawki | Health & Human Services \(iowa.gov\)](#)

Table 1: Current Iowa Medicaid Population Structure.

Eligibility Group	December 2023 Enrollment	Claims Processed SFY23 (July 2022 to June 2023)	Delivery System
IA Health Link (All MCOs)	Traditional Medicaid 435,551	30 million	MCOs
	Hawki 45,446		
FFS Medicaid	42,624	1.5 million	Agency
FFS Dental	8,097	4,515	Agency
Dental Wellness Plan (DWP) (All PAHPs)	627,596	640,154	PAHPs
Hawki Dental (Including "Dental-only" Members) (All PAHPs)	62,723	82,207	PAHPs

On July 1, 2017, the Agency combined dental benefits for all adult Enrolled Members into one (1) Dental Wellness Plan (DWP), delivered via Prepaid Ambulatory Plans (PAHPs). In addition, the Agency provided children's dental coverage through various packages. Medicaid children under the age of nineteen (19) received comprehensive dental coverage on an FFS basis and Hawki children received dental coverage through a PAHP. Hawki also included a dental-only program for children with third-party liability (TPL) coverage.

Effective July 1, 2021, all Medicaid children under the age of nineteen (19) transitioned from the previous dental FFS delivery system and began receiving dental benefits through the currently contracted PAHPs. The Agency worked to enroll children in PAHPs to better coordinate dental care for children and help promote oral health in an accessible and cost-effective manner. The Agency currently contracts with two (2) PAHPs to deliver dental benefits. These current contracts can be found at this link: <https://hhs.iowa.gov/programs/welcome-iowa-medicaid/medicaid-contracts>

Current Agency Environment.

Iowa Medicaid is a collaboration of third-party professional and system services contractors and Agency staff. Iowa Medicaid staff is relatively small with approximately sixty (60) State employees. Agency staff provide program and policy guidance, oversight, and contract monitoring to ensure access, cost effectiveness, and quality. To support the Iowa Medicaid structure, the Agency's contractors execute the majority of the Medicaid program business functions under a performance-based structure.

Iowa Medicaid currently has Core MMIS, Pharmacy Point of Sale (POS), and Program Integrity (SURS) vendors who provide what CMS would consider a system or sub-system of the current Medicaid operations. The MMIS mainframe application is hosted within the State's data center and is used primarily for batch processing claims and processing various file updates. The MMIS system is built around these standard subsystems that organize and control the data files used to process claims and provide these reports:

- Recipient.
- Provider.
- Claims.
- Reference.
- Management and Administrative Reporting (MAR).
- Managed care and Third-Party Liability (TPL).
- Medically Needy and Early and Periodic Screening, Diagnosis, and Treatment (EPSDT).

The Core MMIS contractor provides, per contractual requirements, an Electronic Data Interchange (EDI) system and support services, along with imaging and scanning solutions and is responsible for providing an NCCI-compliant claims editing solution.

Additionally, the Agency leverages systems and applications to provide automated access to and/or support for information within MMIS and Agency business processes. These systems are internally developed and hosted within the State's data center by Division of IT, Department of Management. They include:

1. Data Warehouse (DW) system that provides data analysis and decision-making capabilities as well as access to information, including online access to flexible, user-friendly reporting,

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

analysis, and modeling functions. Agency staff and contractors use the DW system. The Agency's Division of IT provides technical support and assistance in developing queries and reports to fulfill the analytical needs for Iowa Medicaid. The DW system provides Iowa Medicaid users with the flexibility to produce reporting without MMIS reprogramming in acceptable formats that do not require manual intervention or data manipulation. The DW system maintains more than ten (10) years of claims data from MMIS. The DW system's relational database includes the full claim record for adjudicated claims and other Member, provider, reference, prior authorization, and encounter data from MMIS.

2. Eligibility Verification Information System (ELVS) contains a telephone voice and touch-tone response component along with a web portal and performs three primary request and response functions for providers and other authorized users:
 - Recipient eligibility request and response.
 - Claims status request and response.
 - Provider summary request and response.
3. IoWANS is the Agency's Home and Community Based Services (HCBS) workflow and slot management system. It assists workers in the facility, HCBS waiver, and targeted case management programs to process and track applications, renewals, and authorizations through approval or denial. The IoWANS application is currently used by Income Maintenance Workers (IMWs), case managers, QIO contractor staff, child health specialty clinics, transition specialists, financial management service authorization staff, Member and provider customer service representatives, as well as Agency policy staff. It provides authorized users workflows and access to information about a Member. IoWANS also retains data on provider types and the services they are allowed.
4. Iowa Medicaid Electronic Records System (I-MERS) is a web-based tool that allows providers electronic access to up-to-date information about all claims submitted to Iowa Medicaid for all current eligible Medicaid Members. It is used by granting providers access to critical claim information for medical procedures, prescriptions, and other medical care that eligible Medicaid Members have received. I-MERS also assists providers in caring for Members, coordinating their care, reducing costly duplicated services, and assisting in maintaining high quality care for Medicaid Members.
5. Iowa Medicaid Portal Access system (IMPA) provides access to a wide range of business functions from viewing and downloading remittance advices to uploading documents for provider re-Enrollment and critical incident reporting. Managed Care Organizations and Iowa Medicaid Member Services use IMPA to view eligibility, Enrollment, and LTSS information that is specific to a Member. The source of this data originates from OnBase, Iowa Automated Benefits Calculation (IABC), DW/DS, and Worker Information System Exchange (WISE/ECF).
6. The Medicare buy-in (Buy-In) system displays Medicare Part A and B buy-in information and history.
7. Premium Payment System (PPS) creates Invoices for billing and processes payments received from Members. Member Services uses the system to assist Members who inquire about payments and apply for hardships as needed.
8. The Title XIX system is primarily a translator for MMIS, transforming data from other medical systems into a consumable format for MMIS. Moreover, Title XIX acts as a part of the eligibility and Enrollment process by choosing the most advantageous plan for new Members. Title XIX captures eligibility data from the Eligibility Integrated Application Solution (ELIAS), Medicaid Presumptive Eligibility Portal (MPEP), Family Planning Program (FPP), and IABC systems, runs through a hierarchy, and then sends it to MMIS.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

A summary of professional and system services contracts and their primary business functions are identified in the below table:

Table 2: Iowa Medicaid Primary Business Functions.

Contract	Business Functions	
Member Management, Consumer Assistance, and Eligibility Help Desk Services (Includes Member Services, HHS Contact Center, and Hawki)	<ul style="list-style-type: none"> • Member Enrollment/ Enrollment Broker • Member, HHS Contact, and Hawki Call Centers • Member Outreach and Communications • Escalated MCO Issues 	<ul style="list-style-type: none"> • Application and Renewal Assistance • Support ELIAS Level 1 Help Desk/Ticketing • Consumer Assistance for Program Eligibility Requirements
Program Integrity	<ul style="list-style-type: none"> • PI System and Database • Data Analytics and Program Analysis • Surveillance and Utilization Review • Encounter Data Quality • MCO Oversight • PERM Project 	<ul style="list-style-type: none"> • Medical Necessity Reviews, Audits, and Payment Recovery • Referrals to Department of Inspections, Appeals, and Licensing (DIAL) • CHIPRA and Adult Medicaid Quality Measure Reporting • Ad Hoc Reports
Provider Cost Audit and Rate Setting Services	<ul style="list-style-type: none"> • Provider Cost Audits • Provider, Nursing Facility, and LTC Rate Setting 	<ul style="list-style-type: none"> • Provider Cost Settlements • Drug Pricing and Pharmacy Reimbursement Methodologies
Provider Services	<ul style="list-style-type: none"> • Provider Call Center • Provider Enrollment and Credentialing 	<ul style="list-style-type: none"> • Provider Outreach, Education and Training • Provider Publications
Quality Improvement Organization Services (Includes Medical Services and HCBS QA)	<ul style="list-style-type: none"> • Medical Support • Utilization Management • Claims Pre-Payment Review 	<ul style="list-style-type: none"> • HCBS Quality Oversight
Revenue Collections and Estate Recovery Services	<ul style="list-style-type: none"> • Third Party Liability Recovery • Pay and Chase • Yield Management • Provider Overpayment and Credit Balance Recovery • Hawki Data Match 	<ul style="list-style-type: none"> • Estate Recovery Services • Provider Withholds and Tax Offsets • Stale Dated Checks • Bank Deposits • MCO Come-Behind Recoveries
Core MMIS Services	<ul style="list-style-type: none"> • FFS Claims Processing • MMIS Support • EDI Services • Capitation Payment Processing for MCO, Dental Wellness, Hawki and NEMT 	<ul style="list-style-type: none"> • Imaging • Workflow and Document Management • Mailroom and Courier Services • Spend-down

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

Contract	Business Functions	
Pharmacy Point-of-Sale System & Pharmacy Medical Services	<ul style="list-style-type: none"> • Pharmacy Claims Adjudication (FFS & MCO) • Retro Drug Utilization Review (FFS administrates & MCOs participate) • Pharmacy Prior Authorization (FFS & MCO) 	<ul style="list-style-type: none"> • Preferred Drug List (PDL) and Supplemental Rebate Program (FFS) • Rebate Services: Invoice rebates for all claims (Pharmacy, Medical, FFS, & MCO)
Ancillary DDM Systems (These are State, not contracted, systems, but are included here to show the Medicaid business functions)	<ul style="list-style-type: none"> • Historical MCO Data Retention • Historical FFS & Hawki Data Retention • Historical Provider Data Retention • Maintenance and Assistance Status/Basis of Eligibility • Data Marts 	<ul style="list-style-type: none"> • Historical Member Data Retention • Agency Data Quality Measures • Agency Data Quality Standards • Other Federal Reporting • Premium Payments (including Hawki)

Agency Vision.

MISSION

Iowa Medicaid is committed to ensuring all Members have equitable access to high quality services that promote dignity, barriers are removed to increase health engagement, and whole person health is improved across populations.

VISION

Iowa Medicaid works diligently to operate a fiscally responsible and sustainable program that improves the lives of its Members through effective internal and external collaboration, innovative solutions to identified challenges, and data driven program improvement.

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 (HHS).

“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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

“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.

1.2.1 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.

“Business Hours” means 8:00 AM through 5:00 PM Central Standard Time (CST), Monday through Friday, excluding State holidays.

“Call Center” means the primary point of contact for general Medicaid and Hawki Member health care, benefit, and Enrollment questions, as well as health care coverage and Level 1 Help Desk support for ELIAS.

“Choice Counseling” means activities such as answering questions and providing information (in an unbiased manner) on available MCP delivery system options and advising Members on what factors to consider when choosing among them and in selecting a primary care provider.

“Disenrollment” means activities such as distributing, collecting, and processing Disenrollment materials and taking Disenrollments by phone or in person.

“Enrollment” means activities such as distributing, collecting, and processing Enrollment materials and taking Enrollments by phone or in person.

“Enrollment Broker” means an individual or entity that performs unbiased Choice Counseling, Enrollment Activities, or both.

“Enrollment Services” means Choice Counseling, Enrollment Activities, or both.

“Healthy and Well Kids in Iowa Board” or “Hawki Board” means the board established within Iowa Code § 514I.5 to establish policy for, direct the Agency on, and adopt rules for the Hawki program. The Hawki Board has also established bylaws that further define rules governing the board.

“Healthy Behaviors” are actions Members must complete in order to continue receiving free coverage under the Iowa Health and Wellness Plan (IHAWP) after the first year of coverage. These actions include completing a health risk assessment and a wellness exam. More information can be found at this link:

[Healthy Behaviors Program | Iowa Department of Health and Human Services](#)

“Iowa Health and Wellness Plan (IHAWP)” provides comprehensive health coverage at low or no cost to Iowans between the ages of nineteen (19) and sixty-four (64), who have an income that does not exceed one hundred and thirty-three percent (133%) of the federal poverty level, and who are not otherwise eligible for Medicaid or Medicare. The majority of IHAWP Members are enrolled in managed care.

“Iowa Medicaid Units” are the professional and system services contractors within the Iowa Medicaid that perform the majority of Iowa Medicaid program business functions under performance-based contracts.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

“Managed Care Organizations (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 (MCP)” refers to managed care organizations (MCOs) and prepaid ambulatory health plans (PAHPs).

“Medical Assistance Advisory Council (MAAC)” means the committee established within Iowa Code § 249.4B to comply with 42 C.F.R. § 431.12, to advise Iowa Medicaid about health and medical care services. 42 C.F.R. § 438.104 mandates that the Agency also consult with this committee in reviewing marketing materials submitted by MCPs. Iowa Admin. Code r. 441-79.7 further defines rules governing the MAAC.

“Member” means an individual enrolled in Iowa’s Medicaid or CHIP (Hawki) Program.

“Prepaid Ambulatory Health Plan (PAHP)” means an entity that (1) provides services to enrollees under contract with the State, and on the basis of capitation payments, or other payment arrangements that do not use State plan payment rates, (2) does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its enrollees, and (3) does not have a comprehensive risk contract.

“Qualified Entity” means an enrolled employee of a presumptive provider, who is certified by HHS and is authorized to make presumptive eligibility determinations. A presumptive provider who meets the Qualified Entity requirements must agree to the terms and conditions in an electronically maintained Memorandum of Understanding (MOU) with the Agency.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.1 General Obligations.

A. Independence and Conflict of Interest Safeguard Requirements.

The Contractor, its affiliated companies, and its subcontractors shall meet the following independence and conflict of interest safeguard requirements:

1. To qualify as independent, the Contractor, its affiliated companies, or subcontractors may not:
 - a) Be any MCP contracted with the Agency and in which the Contractor provides Enrollment Services.
 - b) Own or exert control over (and vice versa) any MCP contracted with the Agency and in which the Contractor provides Enrollment Services, through:
 - i. Stock ownership.
 - ii. Stock options and convertible debentures.
 - iii. Voting trusts.
 - iv. Common management, including interlocking management.
 - v. Contractual relationships.
 - c) Have a present or known future, direct or indirect financial relationship that requires the Contractor, its affiliated companies, or its subcontractors to code, file, process, and/or pay patient claims for any MCP contracted with the Agency.
2. The Contractor, its affiliated companies, or subcontractors shall remain free from conflict of interest. To qualify as conflict-free, any person who is the owner, employee, or consultant of

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

the Contractor, its affiliated companies, or subcontractors, or has any contract with them, may not:

- a) Have any direct or indirect financial interest in any entity or health care provider that furnishes services in the State in which the broker or subcontractor provides Enrollment Services.
- b) Have been excluded from participation under title XVIII or XIX of the Act.
- c) Have been debarred by any Federal agency.
- d) Have been, or is now, subject to civil money penalties under the Act.

B. Staffing.

1. The Contractor shall designate individuals as key personnel, to include at a minimum the below listed positions, subject to Agency continued approval. The Agency reserves the right to interview any and all candidates for named key positions prior to approving the personnel. Special requirements for key personnel are as follows:

- a) Account Manager. Responsible for the overall service delivery of the team, complying with contractual requirements and meeting the Agency's expectations. The Account Manager shall be responsible for Contract compliance and general project oversight. The Account Manager shall represent the Contractor and be the primary liaison with the Agency. Minimum qualifications include:
 - i. Three (3) years of experience in account management or major supervisory role for government or in the private sector as a healthcare payer or provider.
 - ii. Bachelor's degree or at least four (4) years relevant experience to the position.
 - iii. Previous management experience with Medicaid, specifically Member management, managed care, LTSS, communications and soft skills management, and knowledge of HIPAA rules and requirements, is desired.
- b) Transition Manager. Responsible for facilitating all planning and operational readiness activities necessary to ensure a successful transition. This position will no longer be required once the Contractor has successfully transitioned to operations. The Transition Manager may also serve as the Account or Operations Manager. Minimum qualifications include:
 - i. Three (3) years of experience in account management or major supervisory role for government or in the private sector as a healthcare payer or provider.
 - ii. Bachelor's degree or equivalent relevant experience to the position.
- c) Operations Manager. Responsible for day-to-day Call Center operations management and supervision. Minimum qualifications include:
 - i. Four (4) years of experience managing Call Center operations in a healthcare environment similar in scope and volume to the Iowa Medicaid Program. The experience shall include Call Center operations and soft skills management, quality management, and knowledge of HIPAA rules and requirements.
 - ii. Bachelor's degree or equivalent relevant experience to the position.

2. Named key personnel shall:

- a) Be committed to the project full time and co-located with Agency staff at the Iowa Medicaid permanent facility in Des Moines, Iowa, unless other arrangements are pre-approved by the Agency.
- b) Be available during normal Business Hours to respond to questions and concerns related to the Contract, except for routine absences or participation in required off-site meetings. Account Manager and Operations Manager positions are required to

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- communicate absences with the Agency contract manager and provide suitable coverage during extended absences.
- c) Serve as a subject matter expert to provide policy advice on member services activities verbally and in writing as needed. Support the Agency and participate in meetings with the Agency, either as a subject matter expert or assist in organizing and facilitation.
 - d) Prepare and present status updates both verbally and in writing periodically to the Agency and other stakeholders, as requested by the Agency, in an Agency approved format, and upon Agency approval.
 - f) Develop, implement, maintain, and adhere to a plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of key personnel for vacation and other reasons. Any planned absences of key personnel shall be communicated to the Agency upon notification of the planned absence. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the primary staff member is absent.
3. The Agency reserves the right of prior approval for any replacement of the key personnel:
- a) The Contractor must commit named key personnel to the project on or before the conclusion of the transition period of the Contract and for at least six (6) months. The Contractor must not replace key personnel during this period except in cases of termination, death, or the key person's resignation.
 - b) The Contractor shall provide the Agency with a minimum notice of fifteen (15) days prior to any proposed transfer or replacement of named key personnel. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of named key personnel.
 - c) Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing.
 - d) Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position.
 - e) The Agency may waive requirements (a) through (d) above upon presentation of good cause by the Contractor. In those instances when good cause is granted, the Contractor commits to replacing key personnel within thirty (30) days of the departure of a key person and to providing temporary personnel in the interim that are capable of maintaining operational performance at acceptable levels.
4. The Contractor shall provide the following non-managerial positions:
- a) Call Center staff, including supervisory, lead, and support personnel, to maintain on-site Call Center operations, consistent with the requirements of an executed Contract. Call Center staff shall have adequate work experience and expertise to perform all Contract requirements.
 - b) Web content staff with experience utilizing the Drupal web content management platform, and with the capacity to assemble content and update the Agency's Medicaid and Hawki webpages.
 - c) Communications staff with experience utilizing Adobe Illustrator, Photoshop, Premier Pro, and InDesign.
 - d) Quality assurance/quality control staff.
5. The Contractor shall provide an updated table of organization to the Agency by the tenth (10th) calendar day of each month following any staffing changes.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

6. The Contractor shall develop and maintain an atmosphere of honesty, transparency, and consistent application of the Agency's organizational value structure to help build trust with the lowans we serve.
7. The Contractor shall primarily recruit professionals from Des Moines and surrounding commutable areas and ensure that a minimum of 90% of staff directly associated with the provision of Contract services are collocated at the Iowa Medicaid's permanent facility to ensure collaboration with Agency staff, unless otherwise pre-approved by the Agency. See Special Contract Attachment G for collocation Agency supplied office furniture and supplies.

C. System and Software Requirements.

1. The Contractor shall utilize and help maintain systems and software listed in Attachment G on Agency owned equipment, as necessary, to support all Contract functions.
2. The Contractor shall maintain all current program information within the Agency's computer network.

D. Receipt of Checks.

1. In the event that the Contractor receives checks or money orders related to the work that it performs, the Contractor shall deliver them daily to the Agency's mailroom secure area for Revenue Collections contractor to collect and deposit.

E. Appeals and Hearings.

1. Utilizing Agency determined protocols and timeframes, the Contractor shall provide expertise and necessary assistance in any stage of the appeal process concerning Member, Hawki, and IHAWP premiums that result in an appeal, including, but not limited to:
 - a) Research issues as necessary.
 - b) Provide administrative support in preparing for and participating in appeals.
 - c) Provide written statements.
 - d) Provide expert testimony where appropriate to defend Agency decisions.
 - e) Provide access to any documents or evidence pertinent to the appeal.
 - f) The Contractor shall submit a quarterly appeals summary report to the Agency, detailing Contractor appeal activities for the quarter and recommendations for process improvements related to unfavorable Administrative Law Judge (ALJ) decisions.

F. Quality Improvement.

1. The Contractor shall develop, implement, and adhere to Agency approved quality improvement procedures that are based on proactive improvements rather than retroactive responses. The Contractor must understand the nature of and participate in quality improvement procedures that may occur in response to critical situations and shall assist in the planning and implementation of quality improvement procedures based on proactive improvement. Duties include, but are not limited to:
 - a) Monitor the quality and accuracy of the Contractor's own work.
 - b) Monitor a statistically significant sample of calls to ensure the information being provided by CSRs is accurate and provide additional CSR training as needed.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- b) Perform continuous workflow analysis to improve performance of Contractor functions and submit quarterly reports of the quality assurance activities, findings, and corrective actions, if any, to the Agency electronically.
- c) Provide the Agency with a description of any changes to the workflow for approval prior to implementation.

G. Performance Reporting and Corrective Actions.

1. The Contractor shall submit monthly performance reports using an Agency-approved format, detailing all deliverables and performance measures that have been met or unmet during the month. This report shall be submitted prior to the monthly Invoice.
2. The Contractor shall provide written notification to the Agency within two (2) Business Days of discovery of any problems, concerns, or issues of non-compliance.
3. The Contractor shall maintain records of such reports and other related communications issued in writing during the course of Contract performance.
4. The Agency has final authority to approve problem-resolution activities.

H. Requests for Information.

1. The Contractor shall respond to Agency requests for information and other requests for assistance within the timeframe that the Agency specifies. The Contractor shall provide to the Agency for review and approval any information in response to:
 - a) FOIA requests.
 - b) RFIs from Iowa Legislators, Ombudsman's Office, and other state or federal government offices.
 - c) Open Records Act requests, as required in Iowa Code Chapter 22.
 - d) Miscellaneous requests.
 - e) The Contractor shall track and trend the State Ombudsman inquiries received, the resolution of each inquiry, and provide the Agency a quarterly report of the information. The Contractor shall work cooperatively with the Agency in determining the details to be included in this quarterly report. The Contractor shall maintain a log of all inquiries including the final disposition/resolution, such as substantiated, partially substantiated, not substantiated, resolved, etc.
2. The Contractor shall comply with information protocols and response timeframes as determined by the Agency.

I. Call Center General Requirements.

1. The Contractor shall staff and operate the Call Center located at the Iowa Medicaid permanent facility during Business Hours, unless otherwise pre-approved by the Agency.
2. The Contractor shall be responsible for:
 - a) Answering the Agency's dedicated toll-free telephone lines to provide general information on the Medicaid and Hawki programs.
 - b) Medicaid and Hawki Member health care questions.
 - c) Enrollment and Choice Counseling questions.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- d) Assist with Member inquiries, education, and communication.
 - e) Provide general information on consumer health care questions.
 - f) Assist consumers with health care applications and renewals.
 - g) Assign Members to MCPs.
 - h) Provide Level 1 Help Desk support for the Agency eligibility system. The toll-free numbers are: 1-800-338-8366 for Medicaid Members; 1-800-257-8563 for Hawki Members, and 1-855-889-7985 for the HHS Contact Center.
3. Call Center staff shall accurately respond to callers, provide information, and gather demographic information about the caller when necessary, using first call resolution best practices. All Call Center staff must be trained and fully proficient with customer service soft skills, such as active listening, empathy, patience, adaptability, etc.
 4. The Contractor shall ensure that all CSRs identify themselves by first name only when answering calls, treat callers with dignity and respect, and ensure each caller's right to privacy and confidentiality.
 5. When transferring a caller to an MCP or other call center, the CSR is required to provide the caller with the phone number being transferred to and also to ask the caller if they would like the CSR to stay on the line while they connect with the MCP or other call center.
 6. The Contractor shall ensure that calls received outside of Business Hours receive a voice message that lists the hours of Call Center availability.
 7. The Contractor shall notify the Agency of any incident of telephone service downtime occurring during Business Hours immediately upon discovery. For downtime occurring outside Business Hours, the Contractor shall notify the Agency at the beginning of the next business day. Monthly status reports shall include the date, time, number of minutes of duration, cause, and resolution of each downtime incident.
 8. The Contractor shall coordinate with the Agency's telephone system vendor to ensure the telephone system, at a minimum:
 - a) Is programmed to provide recorded directions on its use to callers in English and Spanish.
 - b) Has access for a telecommunication device for persons who are deaf or hearing impaired (TDD). The current TDD number of 1-800-735-2942 shall be used.
 - c) Has access to Agency provided interpreter services to serve customers in their native language as needed to achieve first call resolution. Contractor staff shall initiate the interpreter services via conference call so that callers will not have to hang up and redial in order to access these services.
 - d) Have the ability to communicate with people via text messages, as well as make outbound robocalls, and callback services.
 - e) Has IVR capabilities, and have the ability to:
 - i. Effectively manage all calls received by the IVR.
 - ii. Assign incoming calls to available customer service representatives.
 - iii. Provide greeting and educational messages, in English and Spanish, approved by the Agency, while callers are on hold.
 - iv. Record all incoming and outgoing customer calls and have the recordings available to the Agency for review as needed.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- v. Record and aggregate Call Center statistics for each separate toll-free number, to include:
 - a. Number of incoming calls.
 - b. Number of calls routed to the general voice mailbox during Business Hours.
 - c. Number of calls routed to the voice mailbox during hours when the Call Center is closed.
 - d. Number of answered calls.
 - e. Average number of calls answered.
 - f. Average speed to answer after the call clears the IVR and is in queue.
 - g. Average talk time.
 - h. Number and percentage of calls answered in less than sixty (60) seconds.
 - i. Number and percentage of calls placed on hold and the average length of wait times.
 - j. Number of CSRs accepting calls.
 - k. Number and percentage of abandoned calls once queued, length of time until each call is abandoned, and the call abandonment rate.
 - l. Number of outbound calls made.

9. The Contractor shall routinely test, at a minimum weekly, the IVR system using sample Member data to ensure all options are operating correctly.

9. The Contractor shall build relationships with internal and Agency staff, MCPs, other Medicaid units, and community stakeholders to improve communication patterns to build trust through transparency.

J. Centralized Email Mailboxes.

1. The Contractor shall manage assigned Agency centralized email mailboxes for communication with Members, authorized representatives, stakeholders, and any other applicable entities necessary to support Contract functions. The Contractor shall send acknowledgement or respond to the email sender within forty-eight (48) business hours of receipt of the email.
2. The Contractor shall send an acknowledgement or respond to the email sender within forty-eight (48) business hours of receipt of the email.
3. The Contractor shall track and trend the issues or requests in the emails received, as well as the resolution, and provide the Agency a quarterly written report of the information. The Contractor shall collaborate with the Agency on the details to be included in this report that will, at a minimum, include topics of communications, response timeliness, and response accuracy.

K. Branding.

1. The Contractor shall not reference the Contractor's corporate name in any Deliverables associated with this Contract and shall not mark Deliverables as confidential or proprietary.
2. The Contractor shall use only HHS approved templates, logos, and branding, and other documentation as approved by the Agency.

1.3.1.2 Transition.**A. Planning.**

The Contractor shall develop, implement, maintain, and comply at all times with the following, subject to Agency approval:

1. Project work plans to include, but not limited to:

- a) A transition plan detailing the Contractor's strategy to implement staff, systems, applications, software, and services contemplated by this Contract.
- b) An operations plan detailing the daily performance of all required activities by the Contractor, including required coordination and safeguards.
- c) An internal communications plan specifying expectations for all parties involved. This plan shall be developed in consultation with the Agency.
- d) A quality assurance plan detailing requirements and timeframes for monitoring the quality and accuracy, as well as continuous workflow analysis, of the Contractor's functions.
- e) A reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plan requirements shall include, but are not limited to:
 - i. Use of standard naming conventions.
 - ii. Agency approved templates for standardized reports that may be necessary to implement the project. The Contractor shall revise report content as needed and upon Agency request.
 - iii. Use of the Agency-designated SharePoint site to upload reports, with links sent to relevant Agency staff via email.
 - iv. Detail of whom the reports should be delivered to for review and approval, as necessary.
 - v. Any posting requirements for external stakeholders.
 - vi. Frequency and due dates for reports.
- f) A training plan detailing requirements for adequate, accurate, and timely training of staff, to include, but not be limited to:
 - i. Training of Contractor staff in all systems, applications, and software that they will use, to include identification of the Contractor's train-the-trainer staff responsible for training Contractor staff on iterative ELIAS system upgrades. Trained Contractor staff shall be able to provide consistent and adequate Member support and be able to respond to the various types of questions and requests from callers.
 - ii. Training of Contractor staff on privacy and security policies, as well as procedures to include, but not be limited to:
 - a. Orienting new employees on privacy and security policies and procedures.
 - b. Conducting periodic review sessions on privacy and security policies and procedures.
 - c. Developing lists of personnel to be contacted in the event of a potential or suspected security breach.
 - iii. Training of Contractor staff in Medicaid and Hawki policies, ACA, the Health Benefits Exchange, IHAWP, and operational procedures required to perform the Contractor's functions under the Contract.
 - iv. Train a specialized team of Contractor staff in the LTSS system navigation.
 - v. Training of CSRs on Call Center soft skills.
 - vi. Continuous standard operating procedures training process for Contractor staff. At minimum, the Contractor shall train staff when:
 - a. New staff or replacement staff are hired.
 - b. New policies or procedures are implemented.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- c. Changes are made to any existing policies or procedures prior to implementation of the change if possible, and if not, concurrent with implementation of the change.
 - vii. Training of Agency employees and other Agency contractors, as requested. Such training shall be at no additional cost to the Agency. Each plan shall adhere to the approximate timing and requirements set forth in Section 1.3.1.3 and 1.3.2, to include, at a minimum:
 - a. Definition of each project activity.
 - b. Sequence of activities.
 - c. Identification of who is responsible for each project activity.
 - d. Defined deliverables and outcomes.
 - e. Timeframe in which each activity will be completed.
 - f. A planned update schedule, which shall include updates no less frequently than quarterly.
 - g. Identification of Agency responsibilities and expectations.
2. SOPs.
 - a) SOPs shall be maintained in the Agency-prescribed format using standard naming conventions in the documentation.
 - b) SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract, including, but not limited to:
 - i. Notification and issue escalation procedures and timelines.
 - ii. Policy manuals required.
 - c) SOPs shall be updated with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract. The Contractor shall document all changes within thirty (30) calendar days of the change, subject to Agency approval.
 - d) The Contractor shall use version control to identify the most current documentation and any previous versions, including their effective dates.
 - e) The Contractor shall provide all documentation in electronic form and store all documentation within the Agency-designated repository.
 - f) SOPs shall be reviewed with the Agency no less than annually.
3. The Contractor shall develop and maintain a training manual. This manual shall be available in paper and electronic formats. The Agency shall be provided access to the training manual. All training material containing policy information regarding ACA, Medicaid, Hawki, or other Agency programs shall be approved by the Agency prior to presenting the material to Contractor staff.

B. Operational Readiness.

1. The incoming Contractor shall prepare for the onset of operations in the existing Agency environment. This includes, but is not limited to the following:
 - a) Review the turnover plan from the outgoing Contractor.
 - b) Utilize the Agency's comprehensive operational readiness checklist of its start-up activities.
 - c) Ensure that all checklist activities have been satisfactorily completed and signed-off by the Agency.
 - d) Develop and implement a corrective action plan for all outstanding activities for review and approval by the Agency.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- e) Conduct training for Contractor staff.
 - f) Gather and document all Agency technical and operational requirements pertaining to work performed under this Contract.
 - g) Produce and update all operations documentation and obtain Agency approval of each iteration.
 - h) Establish Agency-approved interfaces, as necessary.
 - i) Obtain written approval from the Agency to start operations.
2. The incoming Contractor shall work proactively with the Agency and the outgoing contractor to take over the management of any work that remains open when the outgoing contract ends on December 31, 2024, including but not limited to, Member mailings, Member Enrollments, and Member inquiries identified in Contract Section 1.3.1.3.

1.3.1.3 Operations.

A. Managed Health Care Enrollment Broker.

After the Agency determines initial and renewal eligibility, Medicaid and Hawki eligible applicants are enrolled into an MCP for health benefits and/or dental benefits. In accordance with 42 CFR 438.10, 42 CFR 438.54, and 42 CFR 438.56, the Contractor shall serve as the managed care Enrollment Broker for all Medicaid and Hawki MCPs. Duties include, but are not limited to:

1. Information and Choice Counseling:

- a) Provide all Enrollment and Choice Counseling information to enrollees and potential enrollees in a manner and format that may be easily understood and is readily accessible by such enrollees and potential enrollees. This includes:
 - i. Utilize the enrollee or potential enrollee support system required in 42 C.F.R. § 438.71.
 - ii. Submit all written materials to the Agency for approval prior to use.
- b) Provide enrollees and potential enrollees information specific to each MCP. A summary of the following information is sufficient, but the Enrollment Broker must provide more detailed information upon request:
 - i. Benefits covered.
 - ii. Cost sharing and cost sharing cap as described in 42 CFR 447.
 - iii. Service area where the MCP provides services, the geographical area where Members can expect coverage and services.
 - iv. Names, locations, telephone numbers of, and non-English language spoken by current contracted providers, including identification of providers that are not accepting new patients. For MCPs, this includes, at a minimum, information on primary care physicians, specialists, and hospitals.
 - v. A listing of all enrollee rights and responsibilities including the right to file a grievance or appeal and the manner in which such may be filed.
 - vi. Benefits that are available under the state plan but are not covered under the contract, including how and where the enrollee may obtain those benefits, any cost sharing, and how transportation is provided. This includes a counseling or referral service that the MCP entity does not cover because of moral or religious objections.
- c. Thoroughly understand and be able to report information to Medicaid and Hawki eligible persons of the Agency's managed care auto-assignment policy and process. This includes Enrollment choice period, tentative assignment, good cause Disenrollment, and renewal choice period.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

2. Enrollment in an MCP.
 - a) Assign Members to an MCP according to Agency program rules.
 - b) With limited exceptions, enrollees must remain enrolled with the plan for twelve (12) months. After each twelve (12) month period, the Contractor shall support the Agency and other Iowa Medicaid Units in coordinating letters to enrollees advising them that they may change plans.
 - c) Support the Agency and other Iowa Medicaid Units in developing Enrollment packets and coordinating the delivery to enrollees.
3. Disenrollment from an MCP.
 - a) If a Member enrolled with an MCP contacts the Contractor to request Disenrollment, whether verbally or in writing, the Contractor shall:
 - i. Determine whether the Member has completed the MCP's grievance process before Disenrollment.
 - ii. Obtain grievance information/detail directly from the MCP for confirmation.
 - iii. If applicable, guide the Member towards the MCP to complete the grievance process.
 - iv. If the Member has completed the grievance process, follow Agency policy for demonstration of good cause.
 - b) Upon receiving a request for MCP Disenrollment, follow Agency policy for the demonstration of good cause.
 - c) When good cause is established, disenroll the enrollee and process a new Enrollment as applicable.
 - d) In no case may the Contractor disenroll a Member outside established policies developed by the Agency, unless the Agency first grants approval of such Disenrollment.
 - e) Make a Disenrollment determination and process request within forty-five (45) calendar days of the request, or the Disenrollment is considered approved.
4. Respond to individual requests for information and, when appropriate, take the following actions:
 - a) Inform enrollees or authorized representatives of their rights, in accordance with 42 C.F.R. § 438.10(f)(6).
 - b) Inform enrollees or authorized representatives of their state fair hearing rights for any enrollee dissatisfied with a state agency determination that there is not good cause for Disenrollment, in accordance with 42 C.F.R. § 438.400 through § 438.424.
 - c) Inform enrollees or authorized representatives of the Member's rights and responsibility regarding participation in managed care, in accordance with 42 C.F.R. § 438.10(f)(6).
5. Maintain Enrollment and eligibility data, eliminating duplicate enrollee records by ensuring non-overlapping Enrollment segments with coordination of all other Agency eligibility systems.
6. Update the date tables related to the MHC subsystem on an annual basis.
7. Provide, gather, and collate materials necessary for any state or federal reviews and/or audits and participate in such reviews and/or audits as requested by the Agency.
8. Comply with all federal and state laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 regarding education programs and activities, Age Discrimination Act of 1975; Rehabilitation Act of 1973, Americans with

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki) Disabilities Act, and Patient Protection and Affordable Care Act (PPACA) Section 1557.

9. Send Agency-approved publications to Members or authorized representatives, providers, and stakeholders, upon request.
10. Advise the Agency of any access issues that may be brought to the attention of Contractor staff from calls from Members or others.
11. The Contractor shall submit a weekly and monthly ongoing report to the Agency, detailing Call Center activity related to Enrollment Broker functions, to include:
 - a) Telephone service downtime as specified in Section 1.3.1.1.1.6.
 - b) Call statistics as specified in Section 1.3.1.1.1.8.e.v.
 - c) Staffing levels.
12. Submit to the Agency monthly summary reports of Enrollment and Disenrollment activities to include, but not be limited to:
 - a) Number of Enrollment requests received by MCP.
 - b) Number of Enrollments processed.
 - c) Number of in-person, telephone, and online Member contacts.
13. The Contractor shall refrain from activities to include, but not be limited to:
 - a) Discriminating in Choice Counseling, or Enrollment and Disenrollment Activities.
 - b) Enrolling or disenrolling Members on the basis of health status or need for health services.
 - c) Discriminating against enrollees on the basis of race, color, sex, age, disability, or national origin and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, sex, age, disability, or national origin.

B. Member Inquiry and Relations.

1. The Contractor shall accept, research, and respond to Member inquiries within the Agency's determined timeframe.
2. The Contractor shall refer MCP enrolled Members to the assigned MCP, as applicable, for benefits and claim information. The Contractor shall answer eligibility, Enrollment, and premium questions for both the FFS and MCP populations.
3. The Contractor shall track and trend Member inquiries on the Agency's provided tracking document from initial receipt through resolution, identifying any issue that may cause the Contractor to exceed resolution time guidelines. The Contractor shall make recommendations to the Agency to ensure ongoing compliance with guidelines.
4. The Contractor shall provide monthly reports by the tenth business day of the following month or as required by the Agency indicating potential trends in Enrollment, Member complaints, or access to care issues.
5. The Contractor shall verify accurate spelling of Member names and addresses in the eligibility files and follow the address change process approved by the Agency.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

6. The Contractor shall order needed Member claim histories from the system within one business day, specifically for requests for billing inquiries if the date of service is older than two (2) years and can no longer be accessed in the Agency's claims system.
7. The Contractor shall track Member inquiries to completion using the workflow process tool provided by the Agency.
8. The Contractor shall respond to inquiries submitted via email from the Hawki website within the Agency's approved timeframes.
9. The Contractor shall document each call in the Agency-approved call log system through the use of specific category codes. The Contractor shall document at a minimum:
 - a) Whether the caller is a Hawki or Medicaid Member.
 - b) The reason for the Member's inquiry.
 - c) The resolution provided.
 - d) Copies of any notification sent related to the inquiry.
10. The Contractor shall submit a weekly and monthly ongoing report to the Agency, detailing Call Center activity related to Member inquiries, to include:
 - a) Telephone service downtime as specified in Section 1.3.1.1.I.6.
 - b) Call statistics as specified in Section 1.3.1.1.I.7.d.iv.
 - c) Staffing levels.
 - d) Number of calls transferred to other Iowa Medicaid Units, Agency divisions, or State agencies, as well as who they were transferred to.
11. The Contractor shall monitor the quality and accuracy of the Contractor's communications in accordance with the Agency-approved quality assurance plan.
12. The Contractor shall submit a report to the Agency on management of communications, to include timeliness and accuracy of responses, on a monthly, quarterly, and annual basis.
13. IHAWP and DWP Support.

The Contractor shall support operations of the IHAWP and DWP, including, but not limited to:

 - a) Process Member medical exemptions, to include, but not be limited to:
 - i. Send medically exempt Member surveys upon request of the Member.
 - ii. Receive and process medically exempt Member survey responses by telephone, mail, digital means, or fax, in accordance with Agency guidelines.
 - iii. Receive and process medically exempt attestation and referral forms submitted by telephone, digital means, fax, or mail, in accordance with Agency guidelines.
 - b) Administer the Agency-approved HRA for applicable IHAWP Members.
 - c) Provide multiple mechanisms for Members to complete the HRA, including, but not limited to phone, mail, digital means, Member portal, or fax.
 - d) Log Member self-reported completion of Healthy Behaviors in the Agency system.
 - e) Submit a monthly report to the Agency detailing the total number of Members who have completed the HRA and Healthy Behaviors from the previous month.
 - f) Track, trend, analyze, and report to the Agency on a quarterly basis, FFS Member complaints related to IHAWP and Dental Wellness. The report shall be broken out by month in the following categories:
 - i. Benefits and Services.
 - ii. Access.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- iii. Substance Abuse and Mental Health Access.
 - iv. Quality of Care.
 - v. Medical Provider Network.
 - vi. Premiums and Cost Sharing.
 - vii. Healthy Behaviors.
 - viii. NEMT.
 - xi. EPSDT.
- g) Using an Agency approved emergency protocol, provide assistance to Members looking for a dental provider.

14. Critical Member Issues.

- a) The Contractor shall provide trained staff to assist the Agency with critical Member eligibility, Enrollment, and service issues which require escalation. An urgent or critical issue which requires intervention to ensure resolution may include the following:
 - i. A Member is in a crisis situation that does not appear to have been addressed.
 - ii. Member may be in, or being released from, current placement or situation which could be deemed unsafe.
 - iii. Member has court involvement and required services may need to be routed and provided through the MCP.
 - iv. MCP Enrollment issues.
 - v. Provide assistance in drafting responses from the Agency to RFIs.
 - vi. Members with unresolved LTSS issues.
 - vii. Provide support and outreach related to Critical Member Issues as requested by the Agency.
- b) Contractor duties include, but are not limited to:
 - i. Provide support and outreach related to Critical Member Issues, to include:
 - a. Monthly reporting of basic inquiries received through the Member Services Call Center.
 - b. Escalation of cases to the urgent Member liaison when received through other channels.
 - c. Assist in identification of Members and provide additional information related to the Member's current and historical Medicaid coverage as requested by the liaison.
 - e. Ongoing tracking and data entry, to be reported to the Agency in a monthly report.

C. Member Outreach and Education, and Iowa Medicaid Communications Support.

1. The Contractor shall provide subject matter expert communications advice and support to the Agency by developing and implementing external communications plans and documents to be used with all stakeholders to support the Iowa Medicaid and Hawki programs.
2. The Contractor may, at the Agency's discretion, assist in the development of a communications plan.
3. The Contractor shall identify, monitor, and report to the Agency monthly on key communications from leading national organizations regarding Medicaid and CHIP initiatives.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

4. The Contractor shall assist the Agency with the development of both print and digital materials for Members, stake holders and public uses, to include coordination with different parts of the Medicaid division, gathering information, producing, and disseminating the materials.
5. Upon request of the Agency's program teams, the Contractor shall assist the Agency in updating, maintaining, and posting approved content to the Agency website, including materials produced and approved from other Iowa Medicaid Units. The Contractor shall also assist with the development of web content.
6. The Contractor shall assist the Agency with the development and execution of the overall Iowa Medicaid social media strategy. The Contractor assistance shall include providing updated content, messaging, and maintenance the social media calendar to HHS communications staff to make all updates.
7. The Contractor shall develop, update, and maintain FAQs for program changes and new initiatives.
8. The Contractor shall develop Agency approved scripting to assist Call Center CSRs and Member outreach staff to provide accurate and concise information to Members, families, responsible persons, and stakeholders regarding specific Member information and general program information. The Contractor shall also collaborate with the Agency to develop scripting for coordinating efforts with the MCPs so they provide consistent messaging, which will also require Agency approval.
9. The Contractor shall review MCP communications related to Medicaid and Hawki Members and provide feedback to the HHS communications manager on the content as it relates to program rules and processes.
10. The Contractor shall organize and coordinate stakeholder and public meetings, public comment meetings for program changes, and other meetings as requested. This includes, but is not limited to:
 - a) Scheduling and booking event locations.
 - b) Inviting attendees.
 - c) Preparing and sharing meeting agendas in advance of the meetings.
 - d) Developing and distributing meeting materials.
 - e) Facilitating the meetings.
 - f) Taking notes during the meetings.
 - g) Sending or posting meeting minutes within five (5) business days after the meeting.
11. Board Administration Assistance.

The Contractor shall provide assistance to the Agency in administering the Hawki Board and the MAAC. Duties include, but are not limited to:

 - a) Typing up meeting minutes and sharing them with the appropriate advisory board members during the next meeting.
 - b) Produce and send welcome letters and Board information to new Members.
 - c) Collect and assist the Agency with processing paperwork for new Members.
 - d) Facilitate meetings to include, but not be limited to:
 - i. Setting a location and ensuring all Members have parking information.
 - ii. Creating and distributing agendas in consultation with the Agency and Board members.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- iii. Distributing information packets at least one (1) week prior to meetings via email to board members and other interested parties, as well as posting to the HHS website for review prior to and at meetings.
 - iv. Preparing the meeting room and setting up the webinar or conference call, as applicable.
 - v. Taking meeting minutes and attendance, which includes completing the Legislative Services Agency attendance form for Legislators appointed to the Board and in attendance.
 - vi. Presenting program updates as requested by the Agency.
 - vii. Writing and distributing meeting minutes. Minutes shall be concise, free from typographical and grammatical errors, and come to logical conclusions.
 - e) Collect and assist the Agency with processing travel reimbursement and stipend information from Board members, as applicable.
 - f) Follow up on assigned action items from previous Board meetings.
12. The Contractor shall provide collateral information to promote public events, including email blasts or website posts. The Contractor shall maintain a list of legislators, press, or stakeholder contacts for event promotion. This will not include any paid advertisements.
 13. The Contractor shall provide requested data for Agency publications.
 14. The Contractor shall have regular meetings with Agency, at a cadence directed by the Agency, for ongoing external communications and stakeholder engagement development. Regular meetings are to ensure information in all communication materials is up to date and accurate.
 15. The Contractor shall advise the Agency regarding materials that should be changed to meet Member needs or new legal and regulatory requirements.
 16. The Contractor shall receive approval of all external communications materials from the Agency prior to publication or distribution.
 17. The Contractor shall create and deliver Iowa Medicaid and Hawki publications within timeframes established in the Agency-approved external communications plan. Duties include, but are not limited to:
 - a) Provide content with program related information of interest to Members.
 - b) Review and advise the Agency regarding materials to assure the meeting of federal requirements found at 42 C.F.R. 438.102 for Member communications.
 - c) Educate Members in the appropriate use of the health care system.
 18. The Contractor shall assist the Agency in reviewing and updating existing Iowa Medicaid web content, to include, but not be limited to, ensuring content meets applicable provisions of Section 508 of the Rehabilitation Act of 1973.
 19. The Contractor shall recommend improvements for Member outreach and education and send Agency-approved Member related publications and communications to Members upon request.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

20. The Contractor shall provide Members or authorized representatives a hardcopy of the Iowa Medicaid provider directory upon request.
21. The Contractor shall conduct monthly inventories of brochures, notify Agency staff to reorder, and maintain supply of designated brochures in the lobby of the Iowa Medicaid building.
22. The Contactor shall develop and provide training to specific populations, such as LTSS, related to program changes. All training materials shall be Agency approved prior to trainings.
23. The Contractor shall make recommendations for changes to Agency publications and/or trainings to better meet the needs of Members.
24. Provide the following reports:
 - a) Monthly report of Member website activity, including number of hits and number of inquiries received via the email functionality.
 - b) Monthly report of publications distributed to Members.
 - c) Recommendations for changes to website information and Agency publications.
25. Conduct Member experience surveys to gauge the quality of services provided in general and to specific target groups, such as LTSS populations, children, adults with chronic issues. These surveys should include, but not be limited to:
 - a) Health engagement.
 - b) Accuracy of information.
 - c) Level of adeptness to provide information.
 - d) First call resolution or need for transfers.
 - e) CSR quality engagement.
 - f) Medical and/or dental coverage satisfaction.
 - g) MCP and provider service satisfaction.These surveys shall be conducted continuously and reported to the Agency monthly, to include not only the results, but also recommendations for program or policy improvement.

D. Medicare Part A and Part B Buy-In.

1. The Contractor shall update and maintain Medicare Part A and Part B buy-in procedure manuals and train staff to complete monthly buy-in and buy-out activities.
2. The Contractor shall respond to any and all inquiries from Agency partners and affiliated companies regarding buy-in issues.
3. The Contractor shall resolve errors listed on monthly error reports generated from the buy-in system based on instruction from the Agency.
4. The Contractor shall submit a summary report of all buy-in activity to the Agency on a monthly basis, including Contractor quality assurance activities to ensure accuracy.

E. HHS Contact Center.

1. Consumer Assistance.

- a) The Contractor shall provide consumer assistance in understanding health care programs, eligibility requirements, and how to apply for coverage. Duties include, but are not limited to:
 - i. Answer general questions about health care coverage options.
 - ii. Direct callers as appropriate to federal resources, as well as other Agency resources and call centers.
 - iii. Accept calls directed from the federal Health Insurance Marketplace.
 - iv. Process outreach, education, and application documents upon request.
 - v. Support statistical reporting.
- b) The Contractor shall provide application and renewal assistance over the telephone. Duties include, but are not limited to:
 - i. When a consumer needs assistance in completing an application or renewal, enter provided information on a paper application or renewal form, or into the application or renewal system, as appropriate, on behalf of the caller.
 - ii. Submit all applications and renewals, along with call recordings, to the Agency on a daily basis.
 - iii. Develop a work queue, or other Agency-approved process, to refer the original application to the Agency.
 - iv. Keep a daily log of applications and renewals sent to the Agency.
 - v. Provide an application and renewal status check to Medicaid applicants that contact the HHS Contact Center.
- c) The Contractor shall advise the Agency of any issues that need to be brought to the attention of Agency staff from calls from Members, potential members, and other callers.

2. Level 1 Help Desk for the Agency Integrated Eligibility System.

- a) The Contractor shall provide Level 1 Help Desk support during Business Hours for the Agency ELIAS ABMS, MPEP, and SSP. Duties include, but are not limited to, receiving calls from:
 - a. Applicants related to the SSP.
 - b. SPIRS staff related to the ABMS.
 - c. Qualified Entities related to the MPEP.
- b) Resolve specified issues.
- c) Create issue tracking tickets and escalate issues to Level 2 or Level 3 Help Desks, operated by the system vendor.
- d) Coordinate issue resolution between Level 2 or 3 Help Desk and customer.
- e) Monitor daily issue ticketing file for timely resolution of issues.
- f) The Contractor shall distribute system-specific communications to MPEP users, as directed by the Agency. This includes, but is not limited to:
 - i. Communications shall be developed and approved by the Agency prior to distribution.
 - ii. Communications shall be issued through a centralized email inbox developed by the Agency.
- g) The Contractor shall advise the Agency of any issues that need to be brought to the attention of Agency staff from calls from Qualified Entities.
- h) Assist callers with billing questions or issues when applicable.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

3. 1095B Support.

The Agency is required to send 1095B tax forms to Members by mid-January of each year. Contractor 1095B duties include, but are not limited to:

- a) Handle incoming calls generated by the Agency sending the 1095B tax forms to Members.
- b) Process 1095B returned documents as a result of bad addresses. This work also includes:
 - i. Process requests for reprint of 1095B tax forms via the Agency provided systematic solution within two (2) business days of receipt.
 - ii. Respond to questions related to the sent 1095B forms.

4. ELIAS Messaging Center Helpdesk.

- a) The Contractor shall provide consumer assistance via a Call Center as it relates to electronic portal accounts created through ELIAS. Duties include:
 - i. Assist callers who have questions setting up and opting into paperless notification from the ELIAS eligibility system.
 - ii. Assist callers who have forgotten their username and passwords.
 - iii. Assist callers who have opted into paperless notification but would now like to opt out.
 - iv. Verify Authorized Representatives and link them into the paperless notification account.
 - v. Verify when a caller is authorized to set up paperless notification for multiple active accounts and enable their username to link to multiple cases.
 - vi. Refer application and application appendix submittal questions to the HHS Field Eligibility Determinations team.
 - vii. Refer eligibility questions to the HHS Eligibility Determinations team.
 - viii. General troubleshooting.
 - ix. Identify and escalate ELIAS case record issues to the HHS designated Tier 2 Helpdesk.
 - x. The Call Center shall operate in alignment with requirements outlined for in Section 1.3.1.1.I.
- b) Additional staffing and pricing will be negotiated through an amendment. The Contractor and the Agency shall work collaboratively to propose additional amendments to address staffing increases which may be needed to support the ELIAS Messaging Center, as overall Member call volume increases, and staff are needed to continue to meet performance metrics.

F. Reports.

The Contractor shall submit reports to the Agency including, but not limited to:

- a) The Contractor shall provide a weekly and monthly ongoing summary of HHS Contact Center Call Center activity to include:
 - i. Telephone service downtime as specified in Section 1.3.1.1.I.6.
 - ii. Call statistics as specified in Section 1.3.1.1.I.8.e.v.
 - iii. Number of calls transferred to other Iowa Medicaid Units, Agency divisions, or State agencies, as well as whom they were transferred to.
 - iv. Staffing levels.
- b) The Contractor shall provide a monthly summary of consumer assistance activity to include:
 - i. Number of general help calls completed.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- ii. Number of publications requested and sent.
 - iii. Number of applications completed via telephone or sent to consumers.
 - iv. Caller demographics.
- c) The Contractor shall provide a monthly summary of Level 1 Help Desk issue ticketing activity to include:
- i. Number of Tier 1 and 2 completed tickets.
 - ii. Number of tickets still in follow-up or pending status.
 - iii. Demographic look based on county of Tier 1 and 2 tickets opened.
 - iv. Counts of tickets based on category.
 - v. Resolution of specified issues.
 - vi. Volume of issue tracking tickets and escalation of issues to Level 2 or Level 3 Help Desks.
- d) The Contractor shall provide a monthly summary of ELIAS Messaging Center Helpdesk activity to include:
- i. Number of overall calls related to the ELIAS Messaging Center.
 - ii. Helpdesk-specific contact reasons (email address changes, case linking, paperless opt out, password reset, and general questions such as set up, disabled accounts, and username requests).
 - iii. Quality reports will align with requirements outlined in Section 1.3.1.1.F.
- e) The Contractor shall track and trend Member issues handled through the Member Services Call Center and provide this information to the Agency in a quarterly report. The Contractor shall collaborate with the Agency on the content to be included in this report.
- f) Upon Agency request, the Contractor shall assist the Agency in developing the Medicaid dashboard. This includes the generation of ad hoc reports as needed and the alignment of metrics as determined by the Agency.
- g) In order to ensure the Contractor's CSRs maintain a high quality of customer service and response accuracy, the Contractor shall develop a scored live call monitoring process. The Contractor shall provide an Agency-approved call monitoring scorecard monthly, to include, but not be limited to:
- i. Date and time the monitoring call was done.
 - ii. Name of the CSR.
 - iii. Questions asked during the call.
 - iv. How the call was scored.
 - vi. Issues identified and the action taken to resolve.
 - vii. Provide tracking of First Call Resolution (FCR).

1.3.1.4 Turnover Phase.

Within the final phase of the Contract, the Contractor shall turn over operations to a new contractor near the end of the Contract term, or for any Contract termination prior to the Contract term period. This phase is activated when the Agency enters into a contract with a new entity (such as a newly awarded contractor) and begins the process of transferring responsibility for operations to that entity.

Once the turnover phase begins, the Contractor shall:

- A. Fully cooperate with the Agency and new entity.
- B. Develop, implement and adhere to an Agency approved turnover plan detailing the activities necessary to transfer responsibility for operations to the new entity.

1.3.2 Performance Measures.

A. Appeals and Hearings.

The Contractor shall prepare the summary, gather exhibits, and attend and the Agency's representative in one hundred percent (100%) of appeal hearings, such as Member FFS and premium-based appeals, as assigned by the Agency.

B. Call Center General Requirements.

1. The Contractor shall maintain a monthly SL percentage of at least eighty percent (80%) for incoming calls as calculated by the following formula:

$$SL = (T - (A + B) / T) * 100$$

T = all calls that enter the queue.

A = calls that are answered after thirty (30) seconds.

B = calls that are abandoned after thirty (30) seconds.

- a) Abandonment rates must be five percent (5%) or less. Calls are considered abandoned if the caller hangs up after thirty (30) seconds and does not talk with a CSR.
- b) The Contractor shall respond to all urgent requests within four (4) business hours if received prior to 1:00 pm, if received after 1:00 pm, urgent requests will be responded to by 11:00 am the next business day.
- c) For ninety-five percent (95%) of telephone inquiries in which a caller speaks to a CSR for which an answer is not immediately available to the CSR, the Contractor shall research and respond within two (2) business days of receipt of the inquiry.
- d) When a caller is unable to reach a CSR and leaves a voice message, the Contractor shall acknowledge receipt of their message within two (2) business days.
- e) The Contractor shall provide acknowledgment to at least ninety-five percent (95%) of all email, voicemail, and other inquiries within two (2) business days of receipt.
- f) The Contractor shall provide final resolution of ninety-eight percent (98%) of inquiries within five (5) business days.
- g) The Contractor shall issue responses to Enrolled Member billing inquiries within twenty (20) business days of the initial inquiry, in a format approved by the Agency.

C. Transition.

1. The Contractor shall submit transition and operations plans to the Agency for approval within fifteen (15) business days after execution of this Contract, unless otherwise specified by the Agency.
2. The Contractor shall submit the internal communications, quality assurance, reporting, and training plans to the Agency for approval within twenty (20) business days after execution of this Contract.
3. The Contractor shall submit SOPs and training manuals to the Agency for approval within twenty-five (25) business days after the execution of this Contract. The Contractor shall document all SOP and training manual changes within thirty (30) calendar days of the change.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

D. Managed Healthcare Enrollment Broker.

1. The Contractor shall distribute Enrollment packets to eligible managed health care participants within two business days of request.

E. Dental Support.

1. Within 30 days of the contract start, the Contractor shall develop an emergency protocol for triaging Members with urgent dental needs and submit for Agency approval.

F. Response to Inquiries (Member and HHS Contact Center).

1. The Contractor shall respond to a minimum of 98% of urgent requests within four (4) business hours if received prior to 1:00 pm. If received after 1:00 pm, urgent requests will be responded to by 11:00 am the next business day.
2. For ninety-five percent (95%) of telephone inquiries in which a caller speaks to a CSR and an answer is not immediately available to the CSR, the Contractor shall research and respond within two (2) business days of receipt of the inquiry.
3. The Contractor shall respond to at least ninety-five percent (95%) of emailed and voicemail inquiries within two (2) business days of receipt.
4. The Contractor shall provide final resolution to a minimum of ninety-eight percent (98%) of inquiries within five (5) business days.
5. The Contractor shall issue responses to Member billing inquiries within twenty (20) business days of the initial inquiry, in a format approved by the Agency.

G. Communications Support.

1. The Contractor shall submit the annual external communications plan to the Agency for approval within sixty (60) calendar days of the start of each state fiscal year.
2. Board Administration and Assistance.
 - a) Distribute welcome letters and information packets within one (1) week of notification of new Board member.
 - b) Distribute MAAC and Hawki Board meeting agendas no later than five (5) business days prior to the meeting.
 - c) Submit MAAC and Hawki Board meeting minutes to the Agency for review no later than five (5) business days after the meeting.
 - d) Process travel reimbursement and stipends no later than five (5) business days after the meeting.

H. Medicare Part A- & B Buy-In.

1. The Contractor shall respond to ninety-five percent (95%) of requests regarding resolution of buy-in issues within seven (7) business days of receipt, and complete one hundred percent (100%) of requests within fifteen (15) business days of receipt.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

2. The Contractor shall complete work on monthly buy-in error reports within thirty (30) days of issuance.

I. Reporting.

1. The Contractor shall deliver accurate and timely reports to the Agency. All submitted reports shall be concise, free from typographical and grammatical errors, and come to logical conclusions.
2. Unless otherwise specified, the Contractor shall provide all identified reports in an Agency-approved format and in accordance with timeframes established in the Agency-approved reporting plan.
3. The Contractor shall submit reports within the timeframes established in the Agency-approved reporting plan and according to the following schedule, unless otherwise specified within the Agency-approved reporting plan:
 - a) Weekly reports to be submitted within two (2) business days of the end of reporting period.
 - b) Monthly reports to be submitted within five (5) business days of the end of reporting period.
 - c) Semi-annual reports to be submitted within ten (10) business days of the end of reporting period.
 - d) Annual reports to be submitted within twenty (20) business days of the end of reporting period.
 - e) Ad hoc reports to be submitted within two (2) business days of the request, unless otherwise specified.
4. For those reports that will be released to external stakeholders, and other special reports as identified within the reporting plan, the Contractor shall:
 - a) Submit a draft to the Agency for review thirty (30) calendar days prior to the release date.
 - b) Receive final approval of the report no later than fourteen (14) days after first submittal.

1.3.3 Reserved. (Agency Responsibilities).

1.3.4 Contract Payment Methodology.

1.3.4.1 Pricing.

In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$21,000,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

1.3.4.2 Payment Methodology.

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

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

2. **Withhold of First Payment.** The Agency will withhold the first monthly payment until such time as the final work plans and SOPs are accepted by the Agency.
3. **Deliverables and Performance Measure Withholding Payment.** The Contractor may Invoice 92% of the fixed amount each month. The Agency will withhold 8% of the monthly amount to assure the Contractor meets required Deliverables and Performance Measures as follows:
 - a) Section 1.3.2.B Call Center General Requirements - 2% of the monthly amount.
 - b) Section 1.3.2.D Managed Healthcare Enrollment Broker – 2% of the monthly amount.
 - c) Section 1.3.2.F Member Inquiries - 2% of the monthly amount.
 - d) Section 1.3.2.I Reporting - 2% of the monthly amount.
4. In order to claim the withhold amount, the Contractor must show in the monthly performance report that each performance measure has been met. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.
5. **Withholding of Final Payment.** The Agency may withhold the last full monthly payment due at the end of the Contract until such time as the Contractor has fully completed all Turnover activities and completely closed out the Contract.

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:

Traci McCaughey
Iowa Medicaid
Iowa Health and Human Services
1305 East Walnut Street. Level B
Des Moines, IA 50319

Phone: 515-829-5674

RFPMED-25-003@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the "RFP"), and responses to questions will be posted at the State of Iowa's website for bid opportunities:

<http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Online Resources.

Resources related to this RFP are available at the following website: [Current Requests for Proposal \(RFP\) | Health & Human Services \(iowa.gov\)](#).

Materials available electronically include:

- Iowa Medicaid
 - Iowa Medicaid Homepage
 - Iowa Medicaid Organization Chart
 - Iowa Medicaid Dashboards
 - HHS Dashboards
 - Iowa Health Link

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- HHS Telework Policy
- Iowa Medicaid TPL Action Plan

Policy:

- Iowa Administrative Code 441
- Iowa Code
- Informational Letters

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Hawki contract, amendments, operational procedures, and sample reports:

- Initial current contract
- Amendment 1
- Amendment 2
- Amendment 3
- Amendment 4
- Amendment 5
- Amendment 6
- Amendment 7
- Amendment 8
- Amendment 9
- Amendment 10
- Amendment 11
- Amendment 12
- Amendment 13
- Amendment 14
- Amendment 15
- Standard Operating Procedures
- Sample daily, weekly, monthly, and quarterly reports

A notice will be posted at [the Department of Administration Bid Opportunities website](#) if additional resources are added.

2.5 Intent to Bid.

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

2.6 Reserved. (Bidders Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

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.

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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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).

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- 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).
- 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. (Presentations)**2.24 Notice of Intent to Award.**

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of 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 days from the date of the notice of disqualification. The written request may be emailed or delivered by postal service or other

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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 Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions of 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 300 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 one (1) flash drive, each with a copy identical to the content of the original hard copy of the Technical Proposal and

Subject	Specifications
	<p>one (1) flash drive of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal.</p> <ul style="list-style-type: none"> • 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.
<p>Request for Confidential Treatment</p>	<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 (1) 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.
<p>Exceptions to RFP/Contract Language</p>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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.

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 Reserved (Financial Statements.)

3.3 Cost Proposal.

3.3.1 Content and Format.

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

The Bidder's Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment F of this RFP.

The Bidder's Cost Proposal shall include all charges of any kind associated with the goods and services offered by the Bidder in order to meet all RFP requirements. The Agency will not be liable for any fees or charges for the good and services offered by the Bidder that are not set forth in the Cost Proposal.

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:

Technical Proposal Components	Weight	Score (0 – 4)	Potential Maximum Points
General Obligations (Section 1.3.1.1)	60	-	240
Transition (Section 1.3.1.2)	30	-	120
Managed Health Care: Enrollment Broker (Section 1.3.1.3.A)	90	-	360
Member Inquiries and Relations (Section 1.3.1.3.B)		-	320
Member Outreach and Education, and Iowa Medicaid Communications Support (Section 1.3.1.3.C)	60	-	240
Medicare Part A and Part B Buy-In (Section 1.3.1.3.D)	30	-	120
HHS Contact Center (Section 1.3.1.3.E)	70	-	280
Turnover (Section 1.3.1.4)	10	-	40
Experience (Section 3.2.4)	160	-	640
Personnel (Section 3.2.5)	150	-	600
TOTAL Potential Score	700	-	2,800

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

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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: 620.

Total Points Possible for Technical and Cost Proposals: 3,500.

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Medicaid Deputy 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 Deputy 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

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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:	
DUNS #:	
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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

- 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.
- 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: [Iowa Department of Revenue | Department of Revenue](#)
- 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

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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:	

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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.
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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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.

Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

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 Non-procurement 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.
 - (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.
 - 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 G: Agency-provided Facilities, Equipment, and Software

As part of the Contract agreement the Agency will not require all Contractor staff be housed at the Iowa Medicaid facility. The Agency will allow flexibility with staff working from home and on-site, subject to Agency approval. Regardless of whether staff are working from home or on-site, the Agency will provide the following to Contractor staff, unless otherwise noted below:

On or Offsite Locations	Onsite Only
<ul style="list-style-type: none"> • Telephones and telephone service 	<ul style="list-style-type: none"> • Shared office workspace
<ul style="list-style-type: none"> • Standard Agency Desktop PC or Laptop with Docking Station 	<ul style="list-style-type: none"> • Access to storage
<ul style="list-style-type: none"> • Keyboard and mouse 	<ul style="list-style-type: none"> • Access to break rooms, restrooms, and conference rooms
<ul style="list-style-type: none"> • HHS Network access 	<ul style="list-style-type: none"> • Access to shredding
<ul style="list-style-type: none"> • Access to HHS laptops for occasional use 	<ul style="list-style-type: none"> • Access to copiers, including copy supplies, network printers, and Fax
<ul style="list-style-type: none"> • Software list (see table below) 	<ul style="list-style-type: none"> • Printing, envelopes, and postage for correspondence directly related to the Agency's program
<ul style="list-style-type: none"> • HHS Standard Forms 	<ul style="list-style-type: none"> • Access to Agency training equipment

Note: Work surfaces throughout the building have been installed at the "standard" height. If a Contractor employee is tall or short, the work surface can be adjusted for that employee up or down. If an employee has pain due to equipment they are using, an ergonomic evaluation can be completed at the Contractor's expense. If special equipment is needed based on the ergonomic evaluation, purchase of equipment is at the Contractor's expense. If any change is needed due to a medical necessity, a note from the employee's doctor is required. This includes lights out or on, work surfaces raised for standing purposes (more than an inch or two), etc.

Systems and Software List

Below is a list of Agency-licensed systems and software available for use on Agency computers.

Name of System/Software	Business Purpose
Adobe Acrobat	Reports
Appeals Information System (AIS)	HHS System for appeal tracking
Cisco CallRex	Call Center recording software
Cisco VPN	Field staff use to connect to the HHS network

Member Management, Consumer Assistance, and Eligibility Helpdesk Services for Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki)

First Data Bank (previously known as MEDISPAN)	Clinical drug information to help inform medication-related decisions
Microsoft Windows 10 Enterprise Operating System	Operating system
Microsoft Outlook	Email and Calendar
Microsoft Teams	Video conferencing
Iowa Health Information Network (IHIN)	Iowa's Health Information Exchange system, access EHR information, alerts, and notifications for Members
Iowa Medicaid Portal Access (IMPA)	Secure HHS system for document uploads.
Institutional and Waiver Authorization and Narrative System (IoWANS)	HCBS services coordination and workflow system.
Microsoft 365 (Access, Excel, Powerpoint, Project, Publisher, Sharepoint, Visio, Word)	
Microsoft Windows 7 Enterprise Operating System	Operating system
MMIS	Medicaid information system (enrollment, PA entry, claims)
Medicaid Quality Utilization Information Data System (MQUIDS)	Data entry and retrieval application for documenting review data and outcomes related to HCBS Programs
OnBase Client	Workflow and document management system
PowerBI	Data visualization software
QualAssure Performance System (QPS)	Data entry and retrieval application for documenting data and outcomes related to provider reviews
RightFax Utility Software	Fax utility software
Roxio CD/DVD Creator Basic	CD/DVD Creator
Worker Information System Exchange (WISE)	Slot database, number of slots filled, released, Member info for each slot assigned, etc)
WinZip	Send/receive compress/ encrypted files

Attachment H: 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-25-003	{To be completed when contract is drafted.}

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

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

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

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

Contract Information	
Start Date: {To be completed when contract is drafted.}	End Date of Base Term of Contract: End Date of Contract: {To be completed when contract is drafted.}
Possible Extension(s): {To be completed when contract is drafted.}	
Contract Contingent on Approval of Another Agency: Centers for Medicare and Medicaid Services (CMS)	ISPO Number: ***
Contract Include Sharing SSA Data? Yes	DoIT Number: ***

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

Conferences at Lodging Facilities. *In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stophtiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.*

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

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 Monthly; 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.*

1.4 Insurance Coverage.

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

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

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, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).*

1.5.3 Cloud Services. *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=>.*

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts ("Section 2"). *The version of the General Terms for Services Contracts Section posted to the Agency's website at <https://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> UEI #: <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?</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</p>