

Amendment #2 REQUEST FOR PROPOSAL (RFP)

Disability Access Points

ADS-25-001

Ryan Roovaart

Division of Compliance
Iowa Department of Health and Human Services
321 E. 12th St.,
Des Moines, IA 50319

Phone: 515-310-1129

rroovaa@dhs.state.ia.us

Procurement Timetable

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

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| --- | --- |
| **Event** | **Due Date & Time** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **October 16, 2024** |
| Agency Issues RFP to Bid Opportunities Website | **October 18, 2024** |
| Round 1, Bidder Written Questions Due By | **October 25, 2024, 3:00 p.m.** |
| **Bidder Mandatory Letter of Intent to Bid (Attachment H) Due By** | **November 1, 2024, 3:00 p.m. or November 15, 2024, 3:00p.m. if you are amending Attachment H: Mandatory Intent to Bid Form** |
| Round 1, Agency Responses to Questions Issued By | **November 1, 2024**  |
| Bidders’ Conference Will Be Held on the Following Date and Time  | **November 12, 2024, 1:30 p.m.** |
| Round 2, Bidder Written Questions Due By | **December 2, 2024, 3:00 p.m.** |
| Round 2, Agency Responses to Questions Issued By | **December 6, 2024**  |
| **Bidder Proposals and any Amendments to Proposals Due By** | **December 13, 2024, 3:00 p.m.** |
| Notification to Bidders Regarding Presentations | **January 17 – 21, 2025** |
| Bidder Presentations of Bid Proposals will be held on the following dates and will be conducted virtually via Microsoft Teams or similar format. | **January 22-23, 2025** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **February 21, 2025** |
| Contract Negotiations and Execution of the Contract Completed  | **March 31, 2025** |
| Anticipated Start Date for the Provision of Services | **July 1, 2025** |

***RFP Purpose.***

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Bidders that will enable the Iowa Department of Health and Human Services (Iowa HHS or “Agency”) to select the most qualified Bidder in each [Disability Services District](#_Attachment_J:_) (“District”) to provide services as a Disability Access Point described in this RFP. **Disability Access Points** **“DAPs”** are defined within this RFP. The successful Bidder will be designated through Contract by the Agency to serve as the primary access point for people with disabilities, their caregivers, and their families. DAPs serve as Aging and Disability Resource Center (ADRC) member organizations and provide minimum services of both Information and Assistance and Options Counseling. Bidders may elect to submit a Proposal including one or more Districts and HHS may award multiple districts to a single bidder. Bidders must complete section 3.2.3.2 for each District included in the proposal.

The Agency intends to award contracts to Bidders to cover the entire scope of work contained herein, and requests that Bidders include a comprehensive plan to cover all services listed in this RFP in their proposals. That being said, as indicated in section 3.2.3.3, below, the scope of work covering Service Coordination for the Provision of LTSS is optional and Bidders are not required to include a plan to cover this in their respective proposals. Bidders who will not include Service Coordination for the provision of LTSS in their proposals shall indicate as such in their notice of intent to bids.

The Agency, in its sole discretion, reserves the right to include the scope of work 1.3.1.5 for Service Coordination for the Provision of LTSS as a deliverable in the contracts for those awarded Bidders who include this scope of work in their proposals.

The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining factors necessary for submission of a comprehensive Bid Proposal. The Agency adheres to all applicable federal and state laws, rules, and regulations when entering into a contract for services.

# *Duration of Contract.*

The Agency anticipates executing a contract that will have an initial 15-month contract term with the ability to extend the contract for 1 additional 18-month term and 3 additional 1-year terms. The Agency will have the sole discretion to extend the contract. There is the possibility of multiple awardees and multiple contracts issued through this RFP.

# *Bidder Eligibility Requirements.*

A public entity or private nonprofit agency located in the State of Iowa, or any separate organizational unit within the public entity or private nonprofit agency, is eligible to submit an application in accordance with this RFP.

At the time of application, Bidders must either be registered or in the process of obtaining a registration as a non-profit to do business in the state of Iowa from the Iowa Secretary of State’s Office. A successful Bidder must have a completed registration on file with the Agency no later than the contract start date.

Section 1 Background and Scope of Work

1.1 Background and History.

On July 1, 2023, a number of Iowa’s state agencies and programs were formally aligned to form a single

state agency, the Iowa Department of Health and Human Services (Iowa HHS). Upon its formation,

Iowa HHS began to eliminate system disparities, address challenges, and improve the systems that

support health and well-being for everyone who calls Iowa home.

A system alignment assessment of local planning and delivery of health and human services was initiated to gather direction for next steps. The assessment process sought feedback from stakeholders across the state through town hall style meetings, roundtable conversations, surveys and interviews to identify strengths, needs, and opportunities for improvement. Through the process, stakeholders reported inconsistencies in access to Iowa’s health and human services array and that systems are difficult to navigate. The assessment resulted in recommendations to create planning and delivery practices that align across five core health and human services functions:

1. Aging and Disability
2. Behavioral Health
3. Community Access
4. Family Well-Being and Protection
5. Public Health

Currently, Iowa HHS contracts with or subawards local administrators, providers, and community partners across eleven (11) Mental Health and Disability Services (MHDS) Regions and six (6) Area Agencies on Aging (AAAs) to deliver a wide array of Aging and Disability Services. A historical disconnect between MHDS Regions, Medicaid, aging services, and other systems has created significant burdens for individuals to receive available services and supports; additionally, the disconnect led to duplicative programmatic and administrative functions for providers and system administrators.

Based on the assessment recommendations, Iowa Governor Kim Reynolds proposed landmark legislation to reform Iowa’s Behavioral Health Service System. Governor Reynolds signed House File 2673 into law on May 15, 2024. The legislation moved the administration and management of disability services to Iowa HHS’s Division of Aging & Disability Services. It also removed the statutory requirement that only AAAs serve as ADRCs thereby expanding the ADRC network to include organizations with expertise in serving individuals with disabilities as ADRC members. These changes enable HHS to implement systems of support, care, and connection for all Iowans with disability-related needs as well as their families and caregivers. Iowa HHS will improve training and access to Options Counseling and Information and Assistance services by identifying additional organizations to participate in the ADRC network, and by creating connections with partners and providers in the Disability Services System. This new design creates a consistent and efficient system, built to better leverage state and federal resources, and shared responsibility between state and local entities and local service providers as partners. The result will be equitable access for all Iowa communities.

The vision for Iowa’s Disability Services System is a framework of shared responsibility and accountability for Iowa HHS, DAPs, local service providers, and all Iowans who identify themselves as stakeholders in Iowa’s Disability Services System. Together, stakeholders will collaborate to plan and build comprehensive, coordinated systems that ensure individuals and families throughout Iowa have clear paths to access services and supports no matter where they live. Through the reduction of duplication and administrative effort, elimination of red tape, and linkage of federal, state, and local governance and authority, all components of Iowa’s Disability Services System will be aligned to focus on improving and transparently sharing progress toward measurable outcomes that are important to Iowans.

Through its system alignment efforts, Iowa HHS is establishing itself as a national leader in adopting

and implementing best and emerging practices by embedding its guiding principles into Agency-wide efforts[[1]](#footnote-2). This includes establishing itself and, by extension, lead entities such as DAPs, as Hope-centered agencies. At the District level, DAPs will be integrated into the Science of Hope framework[[2]](#footnote-3) and will receive training and resources from the ADRC Technical Assistance and Call Center. The Science of Hope is a cognitive practice for improving the health and resiliency of individuals, families, and communities. The Hope framework involves the intentional act of setting and achieving goals through the utilization of viable pathways with willpower to facilitate success.

Additionally, DAPs will integrate with, and work alongside, the Thrive Iowa initiative. Thrive Iowa is a new referral and resource navigation service Iowa HHS will provide. This service will establish a primary entry point for Iowans who need assistance; establish a network to connect directly with individuals and families; and build the capacity of faith-based, non-profit, and community-based organizations to alleviate stress and manage needs of Iowans through the provision of economic and concrete supports.

**1.2 RFP General Definitions**.

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

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

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

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

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

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

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

**Definitions Specific to this RFP.**

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

***“Area Agency on Aging (AAA)”*** means an entity designated under section 305(a)(2)(A) of the Older Americans Act (OAA) or a State agency performing the functions of an AAA under section 305(b)(5) (*Older Americans Act).*

***“Aging and Disability Services Division (ADS)”*** means a Division of Iowa Department of Health and Human Services that provides programs and services for older adults, people with disabilities, and their caregivers.

***“Aging and Disability Resource Center (ADRC)”*** means a Person-Centered community navigation and coordination system that blends and braids service delivery methods and funding to ensure supports and services contribute to a consumer's ability to remain at home and in their community.

***“Aging and Disability Resource Center (ADRC) Members”***means local ADRC organizations that perform ADRC information and assistance and Person-Centered functions at the local level. These member organizations are designated by the Agency and include, at minimum, the Area Agencies on Aging and Disability Access Points.

**“*Aging and Disability Resource Center (ADRC) Technical Assistance and Call Center”*** means a contracted entity with Iowa HHS. The contractor operates a statewide call center, a searchable database of providers, and a technical assistance and training course for ADRC member organizations and their staff and providers.

***“Centers for Medicaid and Medicare Services (CMS)”***means the federal agency that provides health care coverage through Medicare, Medicaid, the Children’s Health Insurance Program, and the Health Insurance Marketplace.

***“Central Data Repository”*** means a data system for collecting and analyzing statewide, Disability Services District, and contracted disability services provider data.

***“Culturally and Linguistically Appropriate Services (CLAS) Standards”*** means to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices, and needs of diverse consumers.

***“Disability Access Point (DAP)”*** means alocal organization designated by the Agency to serve as the primary access points for people with disabilities and their caregivers. Disability Access Points serve as member ADRCs and provide minimum services of Information and Assistance and Options Counseling.

***“Disability Services”*** means any of the following for people with disabilities and their families or caregivers: Information and Assistance, Options Counseling, and Short and Long-Term Services and Supports.

***“District”*** means an identified planning and service area for Aging and Disability Services with the Iowa Department of Health and Human Services (refer to Attachment J, Iowa Disability Services System District Map).

***“District Disability Services Advisory Council”*** means a council established by each Disability Access Point to identify opportunities, address challenges, and advise the Disability Access Point. The structure of the District Disability Services Advisory Council must include nine members with at least 50% made up of individuals with disabilities or caregivers.

***“Disability Services Navigator”***means a person who provides Information and Assistance and/or Options Counseling services.

**“*Disability Services System*”** means an Agency led statewide network of providers and the associated activities of information and assistance, planning, short and long- term service delivery, and transitions support related to Disability Services.

***“District Disability Services System Plan” or “District Plan”*** means a plan developed by the

District DAP and approved by the Agency to outline the anticipated activities to assure access to Disability Services throughout the designated District.

**“*Eligible Populations*”** means persons with disabilities, older individuals age 60+, caregivers of older individuals or persons with disabilities, including parents and people who inquire about or request assistance on behalf of members of these groups, as they seek short and long-term living and community support services.

***“HCBS Systems Navigator”*** means entities that serve as the primary customer service representative for current or potential Medicaid members throughout the Medicaid Home and Community Based Services entry and eligibility process and provide comprehensive navigation support.

***“Information and Assistance”*** means a service that provides the individual with current information on opportunities and services available within their communities, including information relating to assistive technology; identifies the strengths and needs of the individual; links the individual to the opportunities and services that are available; to the maximum extent practicable, ensures that the individual receives the services needed and is aware of the opportunities available, by establishing adequate follow-up procedures (*U.S. Health & Human Services, Administration on Community Living, Older Americans Act (OAA) State Performance Report (SPR) definitions* ([ACL OAAPS](https://oaaps.acl.gov/welcome))).

**“*Long-Term Services and Supports (LTSS)*”** for the purposes of this contract means activities that support maintaining people with disabilities at the lowest level of care possible, including facility diversion or transition to community as determined through the Contractor(s) processes for eligibility and service determination. Long-Term Services and Supports include but are not limited to: Supported Community Living (SCL), Day Services, Employment Services, Facility-Based Residential Programs including Residential Care Facilities (RCF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/ID), Nursing Facility (NF), and Skilled Nursing Facility (SNF), Medical Services and Supplies (including consumable supplies), and Personal Emergency Response Services (PERS).

***“Medicaid Administrative Claiming (MAC)”***means Federal matching funds under Medicaid are available for costs incurred by the state for administrative activities that directly support efforts to identify and enroll potential eligibles into Medicaid and/or support the provision of medical services covered under the state Medicaid plan when those activities are performed either directly by the State Medicaid agency or through contract or interagency agreement by another entity, such as a designated ADRC.

***“Minimum Access Standards”*** means standards established by the Agency, by Iowa Code or by

administrative rules to ensure equitable access to Disability Services provided through the Disability Services System including but not limited to when and where services are made available, service and funding eligibility criteria, and Disability Services Provider requirements.

***“Olmstead Plan”*** means a plan developed by HHS in collaboration with people with disabilities, their family members, advocates, and service providers that outlines steps to ensure people with disabilities receive services in the most integrated setting that is appropriate for their needs. The plan is based on the Supreme Court’s ruling in Olmstead v. L.C., which states that segregating people with disabilities is discrimination and violates the Americans with Disabilities Act (ADA).

***“Options Counseling”***means an interactive process whereby individuals receive guidance in their deliberations to make informed choices about long-term supports. The process is directed by the individual and may include others whom the individual chooses or those who are legally authorized to represent the individual. Options counseling includes the following: **(1)** a personal interview and assessment to discover strengths, values, and preference of the individual, and screenings for entitlement program eligibility, **(2)** a facilitated decision making process which explores resources and service options, and supports the individual in weighing pros and cons, **(3)** developing action steps toward a goal or a long-term support plan and assistance in applying for and accessing support options, and **(4)** follow-up to ensure supports and decisions are assisting the individual.

***“Person-Centered”*** means a process that is directed by the person who receives the support (*Administration for Community Living*).

***“Science of Hope”*** means a cognitive practice for improving the health and resiliency of individuals, families and communities. The Hope framework involves the intentional act of setting goals, utilizing viable pathways and working toward them with willpower to facilitate success. The Iowa Department of Health and Human Services is a Hope-centered agency.

***“Service Coordination”***means an active, transitional and ongoing process that involves assisting an eligible individual in gaining access to and coordinating the provision of services; using Person-Centered practices in all contacts with individuals and their caregivers; and coordinating the services identified in the service plan.

***“Short-Term Services and Supports (STSS)”*** means time-limited activities focused on supporting people with disabilities to live in the home and community of their choice in an integrated manner and offering support to their families and caregivers as needed toward this purpose. Short-Term Services and Supports include but are not limited to: Individual Assessment and Evaluation, Transportation, Respite, Peer and Parent Support, Time-limited Rental Assistance, Home and Vehicle Modifications, Adaptive Equipment, and Other Basic Needs (STSS definitions and service eligibility will be further developed in code and/or rule to achieve compliance with House File 2673).

*“****Thrive Iowa”*** means a Hope-centered initiative to use existing and new resources to make and manage referrals that will connect Iowans with health and human services and concrete supports.

***“Underinsured”*** means an individual who has insurance coverage but, due to coverage limitations, reimbursement for Disability Services is unavailable. It is not coverage for denial to authorize a service; denial of payment for a covered service; recoupment of a claim paid does not merit Underinsured status.

***“Uninsured”*** means an individual who does not have insurance, or whose insurance coverage is terminated for short periods of time.

***1.3 Scope of Work.***

* + 1. Disability Access Point(s) Responsibilities.
1. **Assessment and Planning**
	* 1. Participate in state health and human services system planning processes including:
			1. State Health Assessment and State Health Improvement Plan (Healthy Iowans[[3]](#footnote-4)).
			2. State Disability Services planning, including the Olmstead Plan.
			3. Community level assessment and planning. This includes conducting and participating in the assessment of community needs to identify disability system strengths, gaps, and emerging issues as well as developing and implementing plans to prioritize activities, allocate funding, and aligns with other related Agency initiatives such as the Science of Hope and Thrive Iowa.
		2. Complete district level assessments to inform system level efforts. Assessments shall include, but are not limited to:
			1. A summary of needs, opportunities, and partnerships.
			2. An overview of Disability Services throughout the District.
			3. An inventory of Disability Services and Navigators available in each county in the District.
			4. An inventory of strengths and challenges within the current District Disability Services network.
			5. A gap analysis that identifies unmet needs and critical gaps to be addressed within the District.
		3. Develop a District Disability Services System Plan in accordance with state Disability Services planning, including the Olmstead Plan and follow District Plan development standards, expected to include, but will not be limited to:
			1. Collaboration with stakeholders, including, but not limited to:
				1. Persons with lived experience.
				2. Disability Services partners including, but not limited to:

The District Disability Services Advisory Council

Education

Law enforcement

Judicial system

County supervisors and other local elected officials

Experienced disability providers

ADRC member organizations

Health care providers

Other organizations that represent populations served by the Disability Services System

* + 1. Identify district-level strategies to:
			1. Implement a transition plan in coordination with the Agency that ensures continuity of care for Disability Services provided by the Mental Health and Disability Services (MHDS) Regions.
			2. Meet state Disability Services System objectives.
			3. Provide the full continuum of Disability Services within the District, for people throughout their lifespan and their caregivers, to include:
				1. Information and Assistance services designed to provide individuals with disabilities and their caregivers with current information on opportunities and services available within their communities and link them to those opportunities and services as desired.
				2. Options Counseling that utilizes interactive and Person-Centered processes whereby individuals receive guidance in their deliberations to make informed choices about services and supports.
				3. Short-Term Services and Supports (STSS) focused on supporting people with disabilities to live in the home and community of their choice in an integrated manner and offering support to their families as caregivers as needed toward this purpose. Short-Term Services and Supports may be provided or procured by the Contractor, including at a minimum:

Individual Assessment and Evaluation

Transportation

Respite

Peer and Parent Support

Time-Limited Rental Assistance

Home and Vehicle Modifications

Adaptive Equipment

Other Basic Needs

* + - * 1. Access to Long-Term Services and Supports (LTSS) focused on supporting people with disabilities at the lowest level of care possible, including facility diversion or transition to community, when no other funding sources are available. LTSS services include:

Supported Community Living (SCL)

Day Services

Employment Services

Facility-Based Residential Programs including Residential Care Facilities (RCF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/ID), Nursing Facilities (NF) and Skilled Nursing Facilities (SNF)

Medical Services and Supplies (including consumable supplies)

Personal Emergency Response Services (PERS)

* + - * 1. Medicaid Home and Community Based Services (HCBS) Navigation to serve as the primary customer service representative for current or potential Medicaid members throughout to HCBS entry and eligibility process.
		1. Ensure District wide, equitable access to the full continuum of Disability Services.
		2. Incorporate health equity.
			1. Utilize CLAS Standards to advance health equity, improve quality, and help eliminate health disparities.
			2. Utilize feedback from individuals with lived experience in the development of Disability Services, activities, and messages.
	1. **District-Level System Coordination**
		1. Coordinate the administration and implementation of the District Disability Services System Plan, with federal, state, and local resources, in order to develop a comprehensive and coordinated local Disability Services System.
			1. Assure the full continuum of Disability Services are provided within the District according to the strategies identified in the District Plan. The full continuum includes:
				1. Information and Assistance services designed to provide individuals with disabilities and their caregivers with current information on opportunities and services available within their communities and link the individual to those opportunities and services as desired.
				2. Options Counseling that utilizes interactive and Person-Centered processes whereby individuals receive guidance in their deliberations to make informed choices about services and supports.
				3. Short-Term Services and Supports (STSS) focused on supporting people with disabilities to live in the home and community of their choice in an integrated manner and offering support to their families as caregivers as needed toward this purpose. Short-Term Services and Supports should include, at a minimum:

Individual Assessment and Evaluation

Transportation

Respite

Peer and Parent Support

Time-limited Rental Assistance

Home and Vehicle Modifications

Adaptive Equipment

Other Basic Needs

* + - * 1. Access to Long-Term Services and Supports (LTSS) focused on supporting people with disabilities at the lowest level of care possible, including facility diversion or transition to community, when no other funding sources are available. LTSS services include:

Supported Community Living (SCL)

Day Services

Employment Services

Facility-Based Residential Programs including Residential Care Facilities (RCF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/ID), Nursing Facility (NF), and Skilled Nursing Facility (SNF)

Medical Services and Supplies (including consumable supplies)

Personal Emergency Response Services (PERS)

* + - * 1. Medicaid Home and Community Based Services (HCBS) Navigation to serve as the primary customer service representative for current or potential Medicaid members throughout the HCBS entry and eligibility process.
			1. Divert from long-term institutionalization by making referrals, monitoring referral progress, engaging in follow-up, and coordinating warm hand-offs to ongoing service provision including LTSS and Behavioral Health.
		1. Develop a comprehensive service provider network.
			1. Assess service provider needs to achieve District Plan strategies.
			2. Build and maintain relationships with service providers.
			3. Ensure provider network adequacy.
			4. Enter into agreements as necessary to provide services under the District Plan.
			5. Oversee and monitor compliance, quality and performance outcomes of providers.
		2. Administer and manage funds to ensure the sustainability of a comprehensive District Disability Services System and the efficient use of available federal, state, or local resources.
			1. Develop and manage complex budgets to ensure efficient use of resources, sustainability of services, and support of local service providers.
			2. Identify funding priorities in alignment with identified strengths and gaps in the District Plan and state plans.
			3. Distribute state appropriations, federal funds, or grants to local service providers, per Contract terms and conditions.
			4. Administer a payment process for the reimbursement of short-term services.
				1. Gather and validate information from providers and individuals to verify payment validity.
				2. Maintain and produce, on demand, a complete record of all payments to local service providers.
			5. Participate in Medicaid Administrative Claiming (MAC) and comply with all Agency requirements.
			6. Monitor and report on utilization of all funds received by the organization, regardless of the source.
		3. Oversee and monitor service provision compliance by those entities that provide Disability Services and activities in accordance with the District Plan.
			1. Follow state and federal procedures for the management and oversight of Disability Services providers to ensure compliance with the terms of the Disability Services providers’ contracts relating to the Disability Services System, and with state and federal law, rules and regulations.
			2. Conduct program integrity activities, including claim auditing functions.
			3. Monitor service quality and performance outcomes.
				1. Assess consumer satisfaction and provider performance.
				2. Remediate service provision issues.
				3. Ensure Minimum Access Standards are met.
		4. Conduct performance management and continuous quality improvement activities.
			1. Work with the Agency to identify performance improvement (PI) activities.
			2. Monitor District Plan activities and outcomes.
			3. Regularly report achievements and challenges using processes defined by the Agency.
	1. **Data Collection, Use, Reporting, and Sharing**
		1. Provide input, to assist the Agency in the implementation and maintenance of the statewide Central Data Repository.
		2. Follow all Agency procedures for the collection, utilization, and maintenance of data to be shared with the Agency and subsequently stored in the central data repository.  This includes following Agency directives regarding informed consent and data sharing procedures.
		3. Report all data required to be maintained in the central data repository to the Agency, as required by the Agency.
		4. Utilize data labeling, definitions, coding, and nomenclature required by the Agency.
		5. Submit data in the form and format required by the Agency.
			1. Report to the Agency, in a manner specified by the Agency, information regarding services, supports, and other activities concerning the Disability Services System, provided in the District, including, but not limited to:
				1. Demographic information.
				2. Expenditure information.
				3. Utilization, clinical, and client data.
				4. Provider satisfaction data.
			2. Collect, monitor, and utilize data and information as directed by the Agency. This includes, but is not limited to:
				1. Maintenance of Disability Services System client records data for the purpose of paying claims and ensure this information can be shared with the Agency upon request.
				2. When appropriate, utilizing data to help the District and the Agency understand emerging needs, and to deploy information, resources, and technical assistance in response.
		6. Meet privacy and security requirements for data covered by the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2 for substance use data, mental health data, and other sensitive information.
		7. Adhere to HHS policies on data sharing, privacy, and open records.
		8. Utilize additional sources of aggregate data and information as provided by the Agency for the purposes of assisting the Agency with understanding Disability Services needs of Iowans and outcomes of service provision.
		9. Identify and collect community level information, metrics, and data to inform the Agency on the performance of the Disability Services System, availability of providers, provider network, and client outcomes. Ensure this information can be shared with the Agency and provided to the Agency upon request.
		10. Follow Agency directives to support data-related tasks necessary to maintain continuity of service for clients and the availability of historical record data. This may include working with the Community Services Network (CSN)[[4]](#footnote-5) and the Iowa Behavioral Health Reporting System (IBHRS)[[5]](#footnote-6) to securely gather or transfer current and historical data.
	2. **Collaboration and Partnership Building**
		1. Establish and maintain a District Disability Services Advisory Council in accordance with direction provided the Agency.
		2. Collaborate with key partners within the state and local HHS system and other systems, including but not limited to those listed in 1.3.1.1.c.i.2.
			1. Actively build and maintain partnerships and relationships with partners to achieve outcomes and ensure continuity of service, including
				1. Development of innovative results-based solutions
				2. Coordination and expansion of ADRC access and delivery
				3. Ensuring continuity of service
				4. Achieving the strategies and outcomes outlined in the District Plan.
				5. Development of co-location sites
			2. As necessary, serve as a local organizer and convener to bring partners together to help meet the strategies and outcomes outlined in the District Plan.
			3. Actively collaborate with the Agency, other ADRCs (including DAPs and AAAs), ADRC Technical Assistance and Call Center, and other system partners to highlight successes, discuss challenges, and develop results-based solutions to improve the Disability Services System.
			4. When requested by the Agency, serve as a representative on state health assessments, state health planning groups, statewide working groups, or other standing or ad-hoc committees.
		3. Conduct community engagement, outreach and activities to raise awareness about available Disability Services within the District.
			1. In coordination with the Agency, develop public messaging and presence including website, online resources, and printed or published materials to provide members of the public with information about available Disability Services throughout the District, including locations and purpose of all DAPs.
			2. Ensure resource materials and DAP website comply with Web Content Accessibility Guidelines (WCAG 2.2) and Section 508 of the Rehabilitation Act of 1973 IT Accessibility Laws and Policies Section 508.gov. Contractors that are unable to meet this requirement must submit a plan for Agency approval to ensure individuals with disabilities have access to information comparable to the access available to others.
			3. Ensure the public is aware that they are able to access Disability Services regardless of the District in which they reside.
		4. As a member ADRC organization, partner with the ADRC Technical Assistance and Call Center to facilitate completion of required trainings and assistance of individuals in need of accessing the Disability Services System.
	3. **Service Coordination for the Provision of LTSS (Optional)**
		1. Implement a transition plan in coordination with the Agency that ensures continuity of services for the provision of access to all Disability Services provided by Mental Health and Disability Services (MHDS) Regions.
		2. Provide Service Coordination that ensures continuity of services to individuals who are receiving services through MHDS Regions on June 30, 2025, including, but not limited to, the following activities:
			1. Cooperate in good faith with the Agency and its employees, agents, and contractors during the transition period and with any post-transition obligations identified by the Agency in its transition plan.
			2. Coordinate services as necessary to ensure the efficient and orderly transition of individuals from coverage under any previous arrangement by the MHDS Regions and transferred to this contract by the Agency.
		3. Provide ongoing Service Coordination that involves:
			1. Actively assisting an eligible individual in gaining access to LTSS services based on assessed need.
			2. Developing a comprehensive service plan utilizing a Person-Centered planning process.
			3. Coordinating physical health and primary care.
			4. Engaging in ongoing monitoring and coordination activities using Person-Centered practices in all contacts with individuals and caregivers.
			5. Utilizing all federal government funding, including Medicaid funding, third-party payment sources, and other non-government funding prior to using DAP LTSS service funds.
		4. Ensure access to LTSS services by working with providers to ensure that the following services are available in the district regardless of the potential payment source:
			1. Community living, including but not limited to home health aide, home and vehicle modifications, respite, and supportive community living.
			2. Employment or for activities leading to employment including but not limited to day habilitation, job development, supported employment, and prevocational services.
		5. Ensure care continuity and support for youth transitioning from child to adult services.
		6. Ensure the provision of training and technical assistance to service providers and partners.
			1. Identify or create training content aligned with the evidence-based and emerging practices identified in the Statewide Plan, including the Olmstead Plan.
			2. Share or conduct training opportunities with service providers.
			3. To ensure immediate health and safety issues, provide remediation services as needed.

1.3.2 Performance Measures.

Reimbursement will be based upon successful performance in meeting the requirements and

Deliverables outlined in the Contract. All Deliverables must meet Agency approval prior to payment of

the reimbursement. Failure to provide Deliverables meeting Agency satisfaction will result in nonpayment of the corresponding Deliverable. Additional performance measures will be specified in future contract amendments.

**1.3.3 Agency Responsibilities.**

The functions performed by the Agency include the following:

1. **Policy Development and Implementation**
	1. Develop policy proposals and inform decision makers related to the impacts of proposed policies, standards, and regulation of Disability Services.
	2. Ensure that policies developed meet the needs of the state’s population and adhere to state and federal regulations.
2. **Funding and Resource Allocation**
	1. Manage and allocate state funds to DAPs, providers, and programs to deliver Disability Services.
	2. Ensure resources are equitably distributed, not duplicative of other funding sources, and effectively support realization of system goals.
3. **Oversight**
	1. Monitor and evaluate the effectiveness of the Disability Services System.
	2. This includes provider licensure and certification, ensuring services provided through DAPs comply with state and federal regulations and implementing targeted quality improvement initiatives.
4. **Data Collection and Reporting**
	1. Collect, analyze, and report data related to Disability Services and system outcomes.
	2. Use data to inform policy development and implementation, funding and resource allocation, and quality improvement initiatives.
5. **Public Education**
	1. Develop and engage in public educational campaigns that raise awareness about disability services.
6. **Interagency Collaboration**
	1. Coordinate with other state agencies such as Department of Education or Iowa Workforce Development to identify and address the needs of people with disabilities and their caregivers.
	2. Coordinate and collaborate with DAPs and other local agencies to collect needs assessments and outcomes data to inform statewide Disability Services System planning.
7. **Workforce Development**
	1. Identify and address training and technical assistance needs to identify regulatory barriers that lead to shortages of qualified staff, to support recruitment and retention of a strong Disability Services workforce, to ensure providers have necessary skills to deliver effective care, and to develop professional pathways to better leverage existing expertise.
8. **Grant Management**
	1. Complete grant mining, application, and management to ensure objectives are met.
	2. Ensure that grant-funded work is aligned with and embedded into wider HHS systems for sustainability, and that funds are utilized appropriately.

Additionally, the Agency will establish regular meetings with DAP(s) to ensure compliance and timeliness of Deliverables. Meetings will occur at a mutually agreed upon time and may be in-person, virtual, or by telephone.

**1.3.4Contract Payment Methodology.**

The Agency received $1 million in Federal ARPA funds to assist in covering transition costs for the contracts entered into as a result of this RFP. Those transition activities allowable under the $1 million Federal ARPA funding include developing a District transition plan and building capacity for service provision to start July 1, 2025. The Agency intends to discuss transition needs with each successful bidder after the notices of intent to award are issued to determine what portion of the $1 million each successful bidder may receive to assist in covering the bidder’s transition costs. The Agency has sole discretion to determine what portion of the $1 million each successful bidder will receive for transition activities.

For the contract period starting July 1, 2025, the Agency will develop a funding formula to determine how appropriated funds will be allocated across Districts. Anticipated allocation based on historical information can be found in Attachment L Annual Anticipated Allocations by District. Anticipated Funding may be subject to change. The Agency anticipates the development and utilization of a deliverable-based approach to payment which will include:

1. A Deliverable-based budget that includes key DAP Deliverables and payment amounts to be determined by the Agency. Funding allocation and budgets will be developed and negotiated after successful bidders have been identified. Deliverable-based projects will be negotiated annually based on priorities and available funding.
2. A line-item budget that includes expenses related to the provision of Disability Services. The line-item budget will be developed by the Contractor in the District Disability Services System Plan in accordance with the funding allocated to the District by the Agency.
3. Administrative costs, including costs and fees that may include, but are not limited to, those that have been incurred for common or joint purposes or objectives, benefitting more than one cost objective, and/or cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of administrative costs shall include general administration and general expenses such as accounting, expenses of executive officers, personnel administration, costs of operating and maintaining the facility, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, depreciation, and other costs necessary to support the delivery of services. Administrative costs are limited to seven percent of costs funded by state appropriations.

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:

Ryan Roovaart

Division of Compliance
Iowa Department of Health and Human Services
321 E. 12th St.,
Des Moines, IA 50319

Phone: 515-310-1129

rroovaa@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 websites:

|  |  |
| --- | --- |
| Aging and Disability Resource Centers System / No Wrong Door Key Elements | [Administration for Community Living / No Wrong Door](https://acl.gov/programs/connecting-people-services/aging-and-disability-resource-centers-programno-wrong-door) |
| Section 504 Compliance | [Disability | HHS.gov](https://www.hhs.gov/civil-rights/for-individuals/disability/index.html) |
| HHS & Section 508  | [HHS Accessibility & Section 508 | HHS.gov](https://www.hhs.gov/web/section-508/index.html) |
| IT Accessibility & Section 508 | [IT Accessibility Laws and Policies | Section508.gov](https://www.section508.gov/manage/laws-and-policies/) |
| The Science of Hope | [Hope Research Center (ou.edu)](https://www.ou.edu/tulsa/hope) |
| WCAG Guidelines | [WCAG (Web Content Accessibility Guidelines) | Level Access](https://www.levelaccess.com/compliance-overview/wcag-web-content-accessibility-guidelines/) |
| MAC | [Medicaid Administrative Claiming | Medicaid](https://www.medicaid.gov/medicaid/financial-management/medicaid-administrative-claiming/index.html) |
| Iowa Plan On Aging  | <https://hhs.iowa.gov/media/14251/download?inline>  |
| HHS System Alignment, Iowa’s Disability Services System | [Iowa's Disability Services System | Health & Human Services](https://hhs.iowa.gov/initiatives/system-alignment/iowas-disability-services-system) |

Materials available electronically include:

Iowa HHS System Alignment [PowerPoint Presentation (iowa.gov)](https://hhs.iowa.gov/media/13533/download?inline=)

Timeline [PowerPoint Presentation (iowa.gov)](https://hhs.iowa.gov/media/13064/download?inline=)

Iowa HHS Table of Organization [download (iowa.gov)](https://hhs.iowa.gov/media/140/download?inline=)

**2.5 Intent to Bid.**

The Agency requires that Bidders provide their intent to bid utilizing **Attachment H -** Mandatory Letter of Intent to Bid by email to the Issuing Officer by the due date and time in the Procurement Timetable. Submitting an intent to bid **is a mandatory requirement. Proposals** **received from entities that did not submit an intent to bid by date when intent to bids are due will be disqualified.**

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. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

**2.6 Bidders’ Conference.**

The Bidders’ conference will be conducted virtually as a Microsoft Teams meeting on the date and time listed in the Procurement Timetable. The purpose of the Bidders’ conference is to inform prospective Bidders about the work to be performed and to provide prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing. Participation in this conference call is optional, but recommended as this will be the only opportunity to ask verbal questions regarding this RFP. Bidders who submit an intent to bid will be sent a meeting notice that includes a link to the virtual Bidders’ conference.

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

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

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

2.8 Submission of Bid Proposal.

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

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. Bid Proposals will be submitted electronically.

Bidders are required to submit the Mandatory Intent to Bid (see 2.5). After Bidders submit the Mandatory Intent to Bid, they will be provided instructions on how to submit their bid electronically (refer Attachment G: Electronic Submission of Bidders’ Proposals). Only bidders who submit the Mandatory Intent to Bid will be allowed to submit bids electronically.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that their Bid Proposal and any permitted amendments are submitted electronically by the established deadlines. Amendments must be received utilizing the same electronic submission method as set forth in the RFP for the submission of the original Bid Proposal, and amendments must be titled numerically.

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:

1. 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).
2. 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).
3. The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
4. The Bidder submits a Mandatory Intent to Bid in accordance with both Section 2.5 and this RFP’s Procurement Timetable.

2.13.2 Reasons Proposals May be Disqualified.

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

1. Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
2. Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
3. Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
4. 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);
5. Bidder’s response materially changes Scope of Work specifications;
6. Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
7. Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, (See RFP Section 3.1);
8. Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
9. 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.
10. Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: [https://ipers.org/investments/restrictions](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Cclindgr%40dhs.state.ia.us%7Cfcd3552ae92b40bb63cd08d92c45b41c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C1%7C637589500152528885%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=O4vbidy2uv6CeZD8dKZ6YSFZr4xof1GsKvkHC0H2v3U%3D&reserved=0).

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 Bidder Presentations

At the discretion of the Agency, the Bidder may be required to provide a presentation of their Bid Proposal on the date(s) listed in the Procurement Timetable via virtual presentation utilizing Teams, Zoom, or a similar virtual meeting platform unless the Bidder is notified of a change prior to the presentation date(s). Based on initial evaluation committee scores the Agency will establish a list of the top proposals considered in the competitive range. Bidders within the competitive range will be requested to make presentations of their proposals at the date and time established by the Agency. The Bidder presenting may include slides, graphics, and other media selected to illustrate the Bidder’s Bid Proposal.

Prior to the Bidder Presentations, Bidders will be notified as to specific times they will need to present. Each Bidder will be sent an email containing a link to present virtually. Presenting Bidders are to include key personnel and will be provided a 60 to 90-minute time slot for presentation based on the number of presentations, as determined by the Agency.

During the Bidder Presentations, Bidders will provide an overview of their Proposal noting the highlights that they believe make them the best choice to be designated as a DAP including use of scenario-based walk-throughs to compare and contrast experiences in the current systems and the Bidder’s Proposal. The presentation must not materially change from information contained in the Bidder’s Proposal.

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Health and Human Services

Lucas State Office Building

321 E 12th Street

Des Moines, Iowa 50319-0075

email: reconsiderationrequest@dhs.state.ia.us

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

|  |  |
| --- | --- |
| **Subject** | **Specifications** |
| **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** | Section 3: Proposal Section 3.2.3.1 and any attachments is limited to **50** pages.  Proposal Section 3.2.3.2 is limited to **15** pages per District for each District the Bidder is applying for.  Proposal Section 3.2.3.3 and any attachments is limited to **10** pages. See Section 3.2 for further information about Section 3 Attachments. |
| **Pagination** | All pages in Proposal Sections 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 Section 6 may be numbered independently of other sections. |
| **Bid Proposal General Composition** | Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. |
|  **Electronic Signatures** | Where signatures are required by the RFP, Bidders Proposal shall include electronic signatures by software such as Adobe Signature, DocuSign, or similar (not fonts made to appear like signatures) or scanned images of ink signatures. |
| **Electronic Files** | 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. Bidders shall utilize standard 8.5 x 11 documents, charts and graphs may be legal size but must be printable.  |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. The Bidder shall submit one complete electronic 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 transmittal letter may not be marked confidential. The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.  |
| **Exceptions to RFP/Contract Language** | If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language. The Agency reserves the right 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. |
| **Electronic Submission of Bidders’ Proposals** | Please refer to **Attachment G** regarding the process for electronic submission of Bidders’ proposals. |

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.**  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 Section 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new Section in the Technical Proposal that is called Section 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 Section 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 Section 2: Proposal Table of Contents.**

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Section 3:

**3.2.3.1 Bidder’s Ability to Execute Disability Access Point(s) Responsibilities.**

To demonstrate its ability to execute Disability Access Point(s) Responsibilities, the Bidder shall provide a comprehensive narrative for the Disability Access Point(s) referenced in 1.3, Scope of Work. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal past or current examples, processes, and procedures. However, the level of detail provided should be sufficient for the Agency to clearly understand and evaluate the Bidder’s experience, ability, and capacity for each main Disability Access Point(s) responsibility.

**Notes**:

Responses to Disability Access Point(s) Responsibilities shall be in the same sequence as presented in the RFP. Proposals shall identify any Disability Access Point(s) responsibilities the Bidder cannot satisfy. Proposals shall not contain promotional or display materials unless specifically required.

Using the 3.2.3.1.1 **Disability Access Point(s) Responsibilities** Response Outline below, the Bidder shall address **each** of the Disability Access Point(s) Responsibilities provided in 3.2.3.1.1 by:

1. Restating the Disability Access Point(s) Responsibility from 3.2.3.1.1
2. Detailing the Bidder’s prior experience fulfilling relevant responsibilities
3. Describe how the Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure to execute each section.

**EXAMPLE**: Bidder responses will be formatted as follows:

1. **Assessment and Planning.**
	1. Participate in state health and human services system planning processes.
		1. Bidder shall provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
	2. Complete district level assessments to inform system level efforts.
		1. Bidder will provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
	3. Develop a District Disability Services System Plan in accordance with state Disability Services planning, including the Olmstead Plan and follow District Plan development standards.
		1. Bidder will provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
	4. Identify District-level strategies.
		1. Bidder will provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
	5. Ensure District wide, equitable access to the full continuum of Disability Services.
		1. Bidder will provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
	6. Incorporate health equity.
		1. Bidder will provide prior relevant experience response here.
		2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.

**3.2.3.1.1 Disability Access Point(s) Responsibilities Response Outline.**

1. **Assessment and Planning** [3.2.3.1.1.1].
	1. Participate in state health and human services system planning processes.
	2. Complete district level assessments to inform system level efforts.
	3. Develop a District Disability Services System Plan in accordance with state Disability Services planning, including the Olmstead Plan and follow District Plan development standards.
	4. Identify District-level strategies.
	5. Ensure District wide, equitable access to the full continuum of Disability Services.
	6. Incorporate health equity.
2. **District-Level System Coordination** [3.2.3.1.1.2].
	1. Coordinate the administration and implementation of the District Disability Services System Plan, with federal, state, and local resources, in order to develop a comprehensive and coordinated local Disability Services System.
	2. Develop a comprehensive service provider network.
	3. Administer and manage funds to ensure the sustainability of a comprehensive District Disability Services System and the efficient use of available federal, state, or local resources.
	4. Oversee and monitor service provision compliance by those entities that provide Disability Services and activities in accordance with the District Plan.
	5. Conduct performance management and continuous quality improvement activities.
3. **Data Collection, Use, Reporting, and Sharing**[3.2.3.1.1.3].
	1. Provide input, to assist the Agency in the implementation and maintenance of the statewide Central Data Repository.
	2. Follow all Agency procedures for the collection, utilization, and maintenance of data to be shared with the Agency and subsequently stored in the central data repository.  This includes following Agency directives regarding informed consent and data sharing procedures.
	3. Report all data required to be maintained in the central data repository to the Agency, as required by the Agency.
	4. Utilize data labeling, definitions, coding, and nomenclature required by the Agency.
	5. Submit data in the form and format required by the Agency.
	6. Meet privacy and security requirements for data covered by the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2 for substance use data, mental health data, and other sensitive information.
	7. Adhere to HHS policies on data sharing, privacy, and open records.
	8. Utilize additional sources of aggregate data and information as provided by the Agency for the purposes of assisting the Agency with understanding Disability Services needs of Iowans and outcomes of service provision.
	9. Identify and collect community level information, metrics, and data to inform the Agency on the performance of the Disability Services System, availability of providers, provider network, and client outcomes. Ensure this information can be shared with the Agency and provided to the Agency upon request.
	10. Follow Agency directives to support data-related tasks necessary to maintain continuity of service for clients and the availability of historical record data. This may include working with the Community Services Network (CSN) and the Iowa Behavioral Health Reporting System (IBHRS) to securely gather or transfer current and historical data.
4. **Collaboration and Partnership Building** [3.2.3.1.1.4].
	1. Establish and maintain a District Disability Services Advisory Council in accordance with direction provided the Agency.
	2. Collaborate with key partners within the state and local HHS system and other systems, including but not limited to those listed in 1.3.1.1.c.i.2.
	3. Conduct community engagement, outreach and activities to raise awareness about available Disability Services within the District.
	4. As a member ADRC organization, partner with the ADRC Technical Assistance and Call Center to facilitate completion of required trainings and assistance of individuals in need of accessing the Disability Services System.

**3.2.3.1.2 Scenarios.**

The Bidder must respond to the scenarios listed in Attachment K, Scenarios #1 - #2, and include the responses with the other Section 3 information.

3.2.3.2 Bidder’s Ability to Coordinate Disability Services in a District.

The Bidder must complete a separate District Specific section as a part of their Proposal (see District Specific Response Requirements below) for each District the Bidder is proposing to serve.

For example, if the Bidder is proposing to only serve District #1, the Bidder would submit a District #1 Specific section as part of their Proposal for District #1 by completing the four required components (District Proposal Title, List of Current and/or Proposed Disability Access Point(s), Letters of Support, and District Narrative). If the Bidder is proposing to serve Districts #1, #2, and #4, the Bidder would submit three (3) separate District Specific sections as part of their Proposal; a District Specific section of their Proposal with the four required components for District #1, a District Specific section of their Proposal with the four required components for District #2, and a District Specific section of their Proposal with the four required components for District #4.

Using the outline below, the Bidder shall restate and address the following three (3) required components for each District the Bidder is submitting a Proposal for:

1. District Proposal Title: Using the numbering methodology shown in Attachment J Iowa Disability Services System District Map, the Bidder shall title the District Specific Proposal (e.g. District #2 Proposal).
2. Disability Access Point Location(s): Provide the name and physical address of the current or planned Disability Access Point location(s). (Note: At least one (1) location must be established by the Bidder, within the District, by time of award.)
3. District Narrative: The Bidder must provide a comprehensive narrative response regarding the District. The narrative response shall include all the following:
4. Explicit detail on how the Bidder will ensure equitable delivery of Disability Services in the District given the demographics of the population and geography of the District.
5. Demonstration of the Bidder’s understanding of the strengths and gaps of the Disability Services System within the District, including the Bidder’s understanding of the population needs within the District and how the bidder will prioritize the needs of those populations.
6. Explanation of why the Bidder is particularly well suited to serve as the Disability Access Point in the District, including its strengths.
7. Demonstration of the Bidder’s knowledge of the current resources in the District that span across the continuum of Disability Services as noted in 1.3.1.1.d.ii.
8. Summary of the Bidder’s current partnerships at the District, state, and federal levels that benefit and are relevant to the scope of work defined in this RFP.
9. Explanation of the Bidder’s current and anticipated presence within the District’s communities.
10. An explanation of opportunities for potential new partnerships within the District and at state and federal levels to achieve outcomes and ensure continuity of service.
11. Provide a district specific plan to ensure equitable access to required STSS and provide details about what Other Basic Needs will be addressed in the district(s).

3.2.3.3 Bidder’s Ability to Provide Service Coordination for the Provision of LTSS Responsibilities (Optional)

To demonstrate its ability to provide Service Coordination for the provision of LTSS, the Bidder shall provide comprehensive narrative for the Service Coordination for the Provision of LTSS Responsibilities referenced in 1.3.1.5, Scope of Work. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal past or current examples, processes, and procedures. However, the level of detail provided should be sufficient for the Agency to clearly understand and evaluate the Bidder’s experience, ability, and capacity to provideService Coordination for the Provision of LTSS.

Responses to 3.2.3.3. shall be in the same sequence as presented in the RFP. Proposals shall identify any Service Coordination for the Provision of LTSS Responsibilities the Bidder cannot satisfy. Proposals shall not contain promotional or display materials unless specifically required.

Using the 3.2.3.3.1 Service Coordination for the Provision of LTSS Responsibilities Response Outline below, the Bidder shall address **each** of the Service Coordination for the Provision of LTSS Responsibilities provided in 3.2.3.3.1 by:

1. Restating the Disability Access Point(s) Responsibility from 3.2.3.3.1.
2. Detailing the Bidder’s prior experience fulfilling relevant responsibilities.
3. Describe how the Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure to execute each section.

**EXAMPLE**: Bidder responses will be formatted as follows:

* 1. Service Coordination for the Provision of LTSS Responsibilities Response
		1. Implement a transition plan in coordination with the Agency that ensures continuity of services for the provision of access to all Disability Services provided by Mental Health and Disability Services (MHDS) Regions.
			1. Bidder shall provide prior relevant experience response here.
			2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
		2. Provide Service Coordination that ensures continuity of services to individuals who are receiving services through MHDS Regions on June 30, 2025.
			1. Bidder shall provide prior relevant experience response here.
			2. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.

**3.2.3.3.1 Service Coordination for the Provision of LTSS Responsibilities** **Response Outline.**

* 1. Service Coordination for the Provision of LTSS Responsibilities Response
		1. Implement a transition plan in coordination with the Agency that ensures continuity of services for the provision of access to all Disability Services provided by Mental Health and Disability Services (MHDS) Regions.
		2. Provide Service Coordination that ensures continuity of services to individuals who are receiving services through MHDS Regions on June 30, 2025.
		3. Provide ongoing Service Coordination.
		4. Ensure access to LTSS services by working with providers to ensure that the following services are available in the district regardless of the potential payment source.
		5. Ensure care continuity and support for youth transitioning from child to adult services.
		6. Ensure the provision of training and technical assistance to service providers and partners.

**3.2.3.3.2 Plan for Service Coordination for the Provision of LTSS**

Bidders shall include a plan to ensure equitable access to required LTSS and provide details about what Other Basic Needs will be addressed.

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

3.2.4.1 Description of experience managing contractors or subcontractors.

Bidders shall include a description of their experience and capacity to manage contractors and subcontractors.

* + - 1. Letters of Support.

For each District(s) the Bidder is submitting a proposal for, the Bidder must submit three (3) letters of support from individuals or entities from throughout the District. For example, Bidders submitting proposals for three (3) Districts will need to submit nine (9) letters of support with three (3) from each District.

1. Letters of support can be from individuals or entities knowledgeable of the Bidder’s capacity to provide services similar to those sought in this RFP.
	1. Each letter of support shall include the name of a contact person, the contact person’s telephone number, and contact person’s email address.
2. Form letters that do not elaborate on the Bidder’s performance under the specific relationships addressed in the letter may negatively impact the Bidder’s evaluation/score.
3. Persons who are currently employed by the Agency are not eligible to contribute letters of support.
4. Letters of support shall be labeled to indicate the District number the letter is referencing using the numbering methodology shown in Attachment J Iowa Disability Services System District Map.

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

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

1. One showing overall operations.
2. Oneshowing proposed structure to ensure the delivery of Disability Services responsibilities.

Describe how the proposed structure will help the Bidder fulfill Disability Services responsibilities: Assessment and Planning; District-Level System Coordination; Data Collection, Use, Reporting, and Sharing; Collaboration and Partnership Building, and provision of LTSS (if responding to 3.2.3.3 Bidder’s Ability to Provide Service Coordination for the Provision of LTSS (Optional)).

**3.2.5.2 Reserved (Names and Credentials of Key Corporate Personnel).**

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

1. Include credentials, role descriptions, and qualifications for the agency staff that will ensure the delivery of Disability Services responsibilities: Assessment and Planning; District-Level System Coordination; Data Collection, Use, Reporting, and Sharing; Collaboration and Partnership Building, and Service Coordination for the provision of LTSS (if responding to 3.2.3.3 Bidder’s Ability to Provide Service Coordination for the Provision of LTSS (Optional)).
2. Describe the agency’s utilization of individuals or staff with lived experience.
	* + 1. **Disclosures.**

List any details of the following:

1. 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.
2. List and summarize any pending or threatened litigation, administrative, or regulatory proceedings or similar matters which could affect the Bidder’s ability to perform required services.
3. Whether the Bidder or a subcontractor has defaulted on a Contract.
4. Whether the Bidder or a subcontractor had a Contract terminated.
5. Whether any irregularities of financial records have been discovered to the Bidder’s accounts.

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

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

1. Attachment A: Release of Information Form
2. Attachment B: Primary Bidder Detail & Certification Form
3. Attachment C: Subcontractor Disclosure Form (one for each proposed subcontractor)
4. Attachment E: Certification and Disclosure Regarding Lobbying

**3.2.7 Reserved (Financial Statements).**

Section 4 Evaluation of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which 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 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 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. |

**Scoring Table 1: Technical Proposal Components.**

When Proposals are evaluated, the total points for each component in this Table 1 are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components in Table 1 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** |
| 3.2.1 Transmittal Letter  | Required |   | 0 |
| 3.2.2 Table of Contents  | Required |   | 0 |
| 3.2.3.1 Bidder’s Ability to Execute Disability Services Responsibilities  |  |   |  |
| 3.2.3.1.1.1 Assessment and Planning | 100 |   | 400 |
| 3.2.3.1.1.2 District-Level System Coordination | 250 |   | 1000 |
| 3.2.3.1.1.3 Data Collection, Use, Reporting, and Sharing | 100 |   | 400 |
| 3.2.3.1.1.4 Collaboration and Partnership Building | 200 |   | 800 |
| 3.2.3.1.2 Scenario (Refer to Attachment K) |  |  |  |
|  Scenario 1 Person Centered Approach | 30 |  | 120 |
|  Scenario 1 Navigation of Resources  | 15 |  | 60 |
|  Scenario 1 Service Delivery  | 5 |  | 20 |
|  Scenario 2 Person Centered Approach | 30 |  | 120 |
|  Scenario 2 Navigation of Resources  | 15 |  | 60 |
|  Scenario 2 Service Delivery  | 5 |  | 20 |
| 3.2.4. Bidder’s Experience  |   |   |   |
| 3.2.4.1 Experience in Managing Subcontractors  | 35 |  | 140 |
| 3.2.5 Personnel  |  |  |  |
| 3.2.5.1 Table of Organization (2)  | 25 |  | 100 |
| 3.2.5.3 Relevant Information about Key Personnel  | 20 |  | 80 |
| 3.2.5.4 Disclosures, if applicable  | Required |  | 0 |
| 3.2.6 RFP Forms  |  |  |  |
| RFP Required Forms | Required |  | 0 |
| 2.23 Bidder Presentations |  |  |  |
| Oral Presentations (Section 2.23)  | 75 |  | 300 |
|  **SUB-TOTAL** |  |  | **4420** |

**Scoring Table 2: District Specific Responses.**

When Proposals are evaluated, the total points for each component in this Table 2 are comprised of the component’s assigned weight multiplied by the score the Proposal earns. Points for all components in Table 2 will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **District Specific Responses Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| District 1 |
| 3.2.3.2.1 District Proposal Title | Required |   | 0  |
| 3.2.3.2.2 Disability Access Point Location | Required |   |  0 |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 1 Total |   |   | **400** |
| District 2 |
| 3.2.3.2.1 District Proposal Title | Required |   |  0 |
| 3.2.3.2.2 Disability Access Point Location | Required |   |  0 |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 2 Total |   |   | **400** |
| District 3 |
| 3.2.3.2.1 District Proposal Title | Required |   |  0 |
| 3.2.3.2.2 Disability Access Point Location | Required |   |  0 |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 3 Total |   |   | **400** |
| District 4 |   |   |   |
| 3.2.3.2.1 District Proposal Title | Required |   |  0 |
| 3.2.3.2.2 Disability Access Point Location | Required |   |  0 |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 4 Total |   |   | **400** |
| District 5 |
| 3.2.3.2.1 District Proposal Title | Required |   |  0 |
| 3.2.3.2.2 Disability Access Point Location | Required |   |  0 |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 5 Total |   |   | **400** |
| District 6 |
| 3.2.3.2.1 District Proposal Title | Required |   |  0 |
| 3.2.3.2.2 Disability Access Point Location | Required |   | 0  |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 6 Total |   |   | **400** |
| District 7 |
| 3.2.3.2.1 District Proposal Title | Required |   | 0  |
| 3.2.3.2.2 Disability Access Point Location | Required |   | 0  |
| 3.2.3.2.3 District Narrative | 70 |   | 280 |
| 3.2.4.2 Letters of Support | 30 |   | 120 |
| District 7 Total |   |   | **400** |

**Scoring Table 3: Service Coordination for the Provision of LTSS Specific Response (Optional).**

When Proposals are evaluated, the total points for each component in this Table 3 are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components in Table 3 will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **LTSS Response Component** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| 3.2.3.3.1 LTSS Response Outline | 200 |   | 800 |
| 3.2.3.3.2 LTSS Plan | 30 |  | 120 |
|  **SUB-TOTAL** |  |  | **920** |

Final Scores will be determined for each District by adding scores from Scoring Table 1 to Scoring Table 2 and arriving at a total score for each Bidder for each District they have applied for.

**Example Scoring:**

**Bidder 1** applies for District 1 and District 2 and receives the following scores:

Scoring Table 1 Technical Proposal General Components:2,800

Scoring Table 2 District Specific Questions: District 1: 155

Scoring Table 2 District Specific Questions: District 2: 175

Scoring Table 3 Service Coordination for the Provision of LTSS (optional): 850

**Total score for Bidder 1, for District 1 is 3,805**

**Total score for Bidder 1, for District 2 is 3,825**

**Bidder 2** applies for only District 2 and receives the following scores:

Scoring Table 1 Technical Proposal General Components: 3,100

Scoring Table 2 District Specific Questions: District 2: 180

 Scoring Table 3 Service Coordination for the Provision of LTSS (optional): 870

**Total score for Bidder 2, for District 2 is 4,150**

**Total Points Possible for Scoring:**

 **Table 1 Technical General**  **4420**

 **Table 2 District Specific**  **400**

 **Table 3 LTSS Components** (optional) **920**

**Total Points Available:**  **5,740**

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) 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 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 Director shall consider the committee’s recommendation when making the final decision but is not bound by the recommendation.

**Attachments Specific to This RFP**

# Attachment A: Release of Information

# Attachment B: Primary Bidder Detail & Certification Form

# Attachment C: Subcontractor Disclosure Form

# Attachment D: Additional Certifications

# Attachment E: Certification and Disclosure Regarding Lobbying Attachment

**Attachment F:** Questions, Request for Clarifications, and Suggested Changes Template

**Attachment G:** Electronic Submission of Bidders’ Proposals

**Attachment H:** Mandatory Intent to Bid Form

**Attachment I:** Sample Contract

**Attachment J:** Iowa Disability Services System District Map

**Attachment K:** Scenarios #1-#2

**Attachment L:** Annual Anticipated Allocations by District

# Attachment A: Release of Information

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

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

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

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

Printed Name of Bidder Organization

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

Signature of Authorized Representative Date

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

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

*(Return this completed form behind Section 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:** |  |
| **Unique Entity Identifier (UEI) #:**  |  |
| **Bidder’s Accounting Firm:** |  |
| **If Bidder is currently registered to do business in Iowa, provide the Date of Registration:**  |  |
| **Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}** |  |
|  | (YES/NO) |

|  |
| --- |
| **Request for Confidential Treatment (See Section 3.1)** |
| **Check Appropriate Box:** [ ]  **Bidder Does Not Request Confidential Treatment of Bid Proposal** [ ]  **Bidder Requests Confidential Treatment of Bid Proposal** |
| **Location in Bid Proposal (Section/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. The Bidder specifically stipulates it has read through the entire RFP and the Sample Contract, which includes the Agency’s General Terms and Conditions and Contingent Terms for Services Contracts. (The General and Contingent Terms and Conditions can be found at <https://hhs.iowa.gov/initiatives/contract-terms>.) Submitting a Bid Proposal for this RFP is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract. The Bidder shall not request any changes to the Agency’s General or Contingent Terms during the RFP process. By submitting a bid for this RFP, the Bidder agrees to accept and comply with the Agency’s General and Contingent Terms, as applicable, should it be awarded a contract. The Bidder acknowledges and understands the Agency will not accept any changes to the Agency’s General or Contingent Terms and that protracted negotiations over General or Contingent Terms will lead to loss of the award;
2. 1.1.A Subject to the above Certification, 1.1, any requests by the Bidder to change the terms of the RFP or Sample Contract must be made using Attachment F: Questions, Request for Clarifications, and Suggested Changes Template. This form must be submitted to the Agency by the due date and time provided in the Procurement Timetable. The Agency is under no obligation to accept any requested changes to the RFP or Sample Contract. The Agency will disregard proposed changes that do not follow these requirements;
3. ***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. 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;
	2. Bidder has received any amendments to this RFP issued by the Agency;
	3. No cost or pricing information has been included in the Bidder’s Technical Proposal;
	4. If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
	5. 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.
4. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
	2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
	3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
	4. Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,

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

1. **EXECUTION.**

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

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

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
	1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.
	1. **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

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

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

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

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

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

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

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

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

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

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

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

The Bidder does not discriminate in its facili 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 Section 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.

o 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.

o 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:** |  |

# Attachment G: Electronic Submission of Bidders’ Proposals

**Bidders:**

As described in the Request for Proposal (RFP) Iowa HHS is requiring that Bidders for Disability Access Points RFP ADS-25-001 to submit their proposal electronically.

**Instructions for bidders:**

Bidders are required to submit proposals electronically by going to the link below and providing the required information and attaching their proposal document(s) to the form. Proposals submitted to the Agency in any other manner will be rejected and not evaluated by the Agency. Additionally, the Agency will only accept Proposals from bidders who submitted a mandatory Letter of Intent to Bid in accordance with the RFP. Only the individual whose contact information was provided in the intent to bid is the individual who will have access to submit the proposal documents. The individual submitting the proposal electronically must use the same contact information (name & email address) as what was provided in the Intent to Bid to be allowed access to submit electronic proposals.

**Link:**

[https://iowadhs.sharepoint.com/sites/BehavioralHealthRFPSubmissions/\_layouts/15/listform.aspx?PageType=8&ListId=%7BB31F625D-3E22-4900-B1F1-E4E7D951A5BE%7D&RootFolder=&Source=https%3A%2F%2Fiowadhs.sharepoint.com%2Fsites%2FBehavioralHealthRFPSubmissions%2FLists%2FBHDAPRFPs%2FAllItems.aspx&ContentTypeId=0x0100015BB9850D0BE640A0F71F2917A62161](https://iowadhs.sharepoint.com/sites/BehavioralHealthRFPSubmissions/_layouts/15/listform.aspx?PageType=8&ListId=%7BB31F625D-3E22-4900-B1F1-E4E7D951A5BE%7D&RootFolder=&Source=https%3A%2F%2Fiowadhs.sharepoint.com%2Fsites%2FBehavioralHealthRFPSubmissions%2FLists%2FBHDAPRFPs%2FAllItems.aspx&ContentTypeId=0x0100015BB9850D0BE640A0F71F2917A62161&xsdata=MDV8MDJ8fDZjMTFhN2VmYTZkYTRmZDEyODBjMDhkY2I1NzAyOGRmfDhkMmM3YjRkMDg1YTQ2MTc4NTM2MzhhNzZkMTliMGRhfDB8MHw2Mzg1ODQ3NDA1MDY0NDU4MzZ8VW5rbm93bnxWR1ZoYlhOVFpXTjFjbWwwZVZObGNuWnBZMlY4ZXlKV0lqb2lNQzR3TGpBd01EQWlMQ0pRSWpvaVYybHVNeklpTENKQlRpSTZJazkwYUdWeUlpd2lWMVFpT2pFeGZRPT18MXxMMk5vWVhSekx6RTVPbTFsWlhScGJtZGZXVEpOTTFwcVFUVlBSMDEwV1cxV2JGbHBNREJhUkdONFRGZEdhazE2YTNST2FrWnRXa1JyZWs1WFNUSk5iVTVwUUhSb2NtVmhaQzUyTWk5dFpYTnpZV2RsY3k4eE56SXlPRGMzTWpRNU56QTB8MGExZTliYjUxYzRlNDZhMDI4MGMwOGRjYjU3MDI4ZGZ8YmU4ZTdjZTIzNGZiNGM3NThmZDdjYjhmYzQ0NWY3ZTg%3D&sdata=dnNyYWVkRldZczhPOWxVcmYzOG1jaEE4VmdMcGVnTHQvZ1IrWElUVG84az0%3D&ovuser=8d2c7b4d-085a-4617-8536-38a76d19b0da%2Crroovaa%40dhs.state.ia.us)

**Required information:**

* + Title (of proposal)
	+ Company Name
	+ Description of the attachments
	+ Contact Name
	+ Contact Phone
	+ Contact Email
	+ Attachment(s)

Once all the required information is entered and the proposal document(s) have been added, select the “Save” button. Once the “Save” button has been selected your documents will be uploaded to the Electronic Proposal Receiving website.

**Modifications to a Previously Submitted Proposal:**

If a bidder needs to modify or edit their proposal which has been submitted, they should submit a new revised proposal with modifications made. Modifications to a previously submitted proposal will not be allowed. Revised proposals are due by the due date and time listed in the Procurement Timetable. If more than one proposal (original and revised) is submitted by the due date and time, the state will review the most current proposal submitted. Original proposals or revised proposals submitted after the due date and time will be rejected.

**Withdrawal of Proposals:**

Per section 2.10:

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.

**Availability to Submit Proposals Electronically:**

The website for Bidders to submit bids electronically will be available at the time this information is provided. Bidders will have until the due date and time for this RFP to submit their Proposals.

**Who to Contact with Questions Regarding the Electronic Submittal of Proposals:**

If you have questions regarding the process for electronic submission of proposals, please contact the Issuing Officer listed on the Request for Proposal Document. Please plan accordingly and do not wait until bids are due to submit your proposals electronically. If waiting until the due date and time the Issuing Officer cannot assure availability for assistance at the time of bid closing so, please submit your proposals prior to the due date and time.

**Due Date and Time:**

No proposal submissions are allowed after the due date and time. Bidders will also lose access to the Electronic Bid Submission site shortly after the due date and time. Any bid received after the due date and time will be rejected.

**Attachment H: Mandatory Intent to Bid Form**

Please complete and return this form to the Issuing Officer Ryan Roovaart by e-mail to ryan.roovaart@hhs.iowa.gov no later than 3:00 P.M. local Iowa time, on November 1, 2024, in accordance with the Request for Proposal Procurement Timetable. Please note that it is mandatory for Bidders to submit this Intent to Bid form no later than the due date and time to be considered a Bidder for this opportunity. The Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent using this form. Also, only those Bidders who submit this Intent to Bid form will receive a login to attend the Bidders Conference and a second login to submit all documents for consideration. The Agency may cancel an RFP for lack of interest based on the number of Intent to Bid forms received.

If you submitted an Intent to Bid by the original due date and time ofNovember 1, 2024, 3:00p.m.as outlined in the initial requirements, you may submit an amended Intent to Bid to indicate a change by completing and returning this form to the Issuing Officer Ryan Roovaart by e-mail to ryan.roovaart@hhs.iowa.gov no later than 3:00 P.M. local Iowa time, on November 15, 2024.

Bidder’s Organization Name:

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Eligible Bidders must complete #1, #2 and #3 below:

1. Statement of Intent to Bid – Disability Access Points:

\_\_\_\_\_ We do plan to respond to this RFP Service with a Proposal

We do plan to include the following District(s) in our Proposal (reference the District map Attachment J):

\_\_\_\_\_ District 1

\_\_\_\_\_ District 2

\_\_\_\_\_ District 3

\_\_\_\_\_ District 4

\_\_\_\_\_ District 5

\_\_\_\_\_ District 6

\_\_\_\_\_ District 7

\_\_\_\_\_ Statewide (All 7 Districts)

\_\_\_\_\_ We do not plan to respond to this RFP Service

2. Service Coordination for Long Term Services and Supports (LTSS) – Please identify if you plan to provide Service Coordination in your proposal (check one that applies to your entity).

☐ We do plan to provide Service Coordination for LTSS for the Districts being proposed,

or

☐ We do not plan to provide Service Coordination for LTSS for the Districts being proposed.

3. Bidder Eligibility Requirements – Eligible Bidders must meet one of the following eligibility criteria (check one that applies to your entity and attach supporting documentation).

☐ (Established Entity) Bidder is a public entity (government) or private nonprofit agency located in the State of Iowa, or any separate organizational unit within the public entity or private nonprofit agency,

Or

☐ (New Entity) At the time of application, Bidders must either be registered or in the process of obtaining a registration as a non-profit to do business in the state of Iowa from the Iowa Secretary of State’s Office. A successful Bidder must have a completed registration on file with the Agency no later than the contract start date.

# Attachment I: 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 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 #** |
| ADS-25-001 | *{To be completed when contract is drafted.}* |

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

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

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

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

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:** **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* |
| **Contract Contingent on Approval of Another Agency:** Yes**Which Agency?** Department of Management | **ISPO Number:**  |
| **Contract Include Sharing SSA Data?** Yes | **DoIT Number:** N/A |

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

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

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

**[Attachment I - continued]**

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

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

***1.2 Contract Purpose.***

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

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

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

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

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

**1.3.3 Agency Responsibilities.**

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

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

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

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

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

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

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

**1.3.4.3 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.

**1.3.4.4 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.

**1.3.5 Contract Payment Clause.**

**1.3.5.1 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 completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

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

**1.3.5.3 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.

**1.3.5.4 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).

**1.3.5.5 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.

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

***1.4 Insurance Coverage.***

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

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

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

**1.5.1 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 Contactor 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.)***

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

**1.7.1 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: One year from the date on which Agency provides notice of Final Acceptance.

**1.7.2 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:

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

***1.8 Additional Terms.*** The Contractor shall comply with the following:

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

# Attachment J: Iowa Disability Services System District Map



# Attachment K: Scenarios #1 - #2

**Instructions:** Describe how your agency would approach, process, and provide solutions to the scenarios below. Scenarios are scored 1-4 and multiplied by a weighted score (see RFP Section 4.3 Scoring Guide) with a maximum of 200 total points available per scenario.

When applicable, your responses should address:

1. Person-Centered approach utilizing:
	1. Individual and/or family focused support through Science of HOPE approaches.
		1. Identified achievable pathways that lead to the individuals identified goal/s.
	2. Scheduled opportunities to meet and discuss options utilizing Person-Centered and cultural competency approaches.
2. Navigation of resources demonstrating:
	1. Intake and eligibility screening processes.
	2. Knowledge and access to state and local partner resources.
	3. Analysis for cross systems collaboration and resourcing.
	4. Capacity and commitment to offer inclusive and community-based resources and services via a variety of accessible modalities.
3. Service delivery describing agency’s ability to:
	1. Deliver Information and Assistance and Options Counseling.
	2. Deliver or sub-contract for and refer to state-funded LTSS.

**SCENARIO #1:**

Janine is a 40-year-old single mother with a 21-year-old daughter, Anna. Janine calls your agency referred from Anna’s Special Education teacher during her annual IEP. Janine shares that Anna experienced a brain injury and is diagnosed with depression and general anxiety disorder. She shares that Anna has limited mobility and can be very impulsive. She discusses that Anna does excellent in school and plans to attend college online in the fall. Janine is concerned about her upcoming graduation in May as Anna would like to live independently.  Janine and her grandmother currently provide Anna with support to do many activities of daily living and have concerns about her being taken advantage of financially, as well as for her general safety if she lives alone. Anna has also expressed some interest in a desire to work part-time, while she goes to college, and they just really aren’t sure where to start.

**SCENARIO #2:**

Brad and Sally have 4-year-old twin boys that are newly diagnosed with autism spectrum disorder. Their children require assistance and support to complete tasks of daily living. Due to their high needs Sally has had to stay home with them making it hard to pay bills. Both parents state they are struggling with this diagnosis and think talking with other parents going through similar situations would be helpful. The clinical psychologist has recommended Applied Behavior Analysis Therapy (ABA). They have insurance coverage, but the out-of-pocket costs for ABA therapy are higher than they can afford on a single income. The boys are expected to begin kindergarten in a few months, and Sally would love to start working again.

# Attachment L: Annual Anticipated Allocations by District





1. <https://hhs.iowa.gov/about/mission-vision> [↑](#footnote-ref-2)
2. The University of Oklahoma - Tulsa Hope Research Center <https://www.ou.edu/tulsa/hope> [↑](#footnote-ref-3)
3. <https://hhs.iowa.gov/performance-and-reports/healthy-iowans> [↑](#footnote-ref-4)
4. <https://www.iowacounties.org/programs/icts-csn> [↑](#footnote-ref-5)
5. <https://hhs.iowa.gov/programs/mental-health/substance-use-disorder/behavioral-health-reporting-system> [↑](#footnote-ref-6)