



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Preadmission Screening and Resident Review (PASRR)  
MHDS 17-038

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***RFP Purpose.***

The purpose of this RFP is to solicit bids from experienced Preadmission Screening and Resident Review (PASRR) contractors to operate the State of Iowa’s comprehensive PASRR process, which includes Level I screenings and Level II evaluations 24 hours per day, 365 days per year for individuals who seek admission to Medicaid certified Nursing Facilities (NFs) in Iowa. The program also includes a wide variety of quality assurance activities, monitoring of care planning and service delivery, collection and exchange of data with the Agency, tracking of NF admissions, transfers and discharges, and PASRR related training.

***Duration of Contract.***

The Agency anticipates executing a contract that will have an initial fourteen-month contract term with the ability to extend the contract for four additional one-year terms and one additional ten-month term. The Agency will have the sole discretion to extend the contract.

***Bidder Eligibility Requirements.***

Bidders must not have a direct or indirect affiliation or relationship with an Iowa NF. Bidders must demonstrate delivery of current PASRR Level I and Level II services in at least one other state.

|                              |
|------------------------------|
| <b>Procurement Timetable</b> |
|------------------------------|

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.

| <b>Event</b>   | <b>Date</b>                           |
|--|---------------------------------------|
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours):    | <b>January 4, 2017</b>                |
| Agency Issues RFP to Bid Opportunities Website                             | <b>January 24, 2017</b>               |
| Bidder Letter of Intent to Bid and First Round of Written Questions Due By | <b>February 2, 2017<br/>3:00 p.m.</b> |
| Agency Responses to First Round of Questions Issued By                     | <b>February 10, 2017</b>              |
| Second Round of Written Questions Due By                                   | <b>February 20, 2017<br/>3 p.m.</b>   |
| Agency Responses to Second Round of Questions Issued By                    | <b>March 1, 2017</b>                  |
| <b>Bidder Proposals and any Amendments to Proposals Due By</b>             | <b>March 17, 2017<br/>3:00 p.m.</b>   |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award      | <b>April 7, 2017</b>                  |
| Contract Negotiations and Execution of the Contract Completed              | <b>May 1, 2017</b>                    |
| Anticipated Start Date for the Provision of Services                       | <b>May 1, 2017</b>                    |
| Implementation Phase   | <b>May 1, 2017 – June 30, 2017</b>    |
| Operations Phase Starts  | <b>July 1, 2017</b>                   |

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## Section 1 Background and Scope of Work

### 1.1 Background.

Pre-admission Screening and Resident Review (PASRR) described in 42 C.F.R. §§ 483.100 through 483.138 is a federally required process to screen and evaluate all individuals, regardless of their payer source, being admitted to a Medicaid certified Nursing Facility (NF). Individuals are screened for Mental Illness (MI), Intellectual Disability (ID), or Related Conditions (RC), (collectively, MI/ID/RC). This Federal mandate was implemented as part of the 1987 Omnibus Reconciliation Act (OBRA), also known as the Nursing Facility Reform Act of 1987 in order to reduce or eliminate inappropriate placement of individuals with MI/ID/RC in Medicaid certified NFs.

The PASRR Level I (LI) process determines whether there is a suspicion of a PASRR covered disability, MI/ID/RC, and if so, an in-depth Level II (LII) evaluation is required. If evidence of MI/ID/RC exists, the Level II evaluation will determine whether the individual meets the Iowa Level of Care (LOC) criteria for placement in a NF or Nursing Facility for Persons with Mental Illness (NFMI) setting. In addition, the Level II will identify appropriate services including Specialized Services (SS) and Rehabilitative Services (RS) that will be needed if the individual enters a NF, and Community Placement Supports (CPS) that would be needed if/when the individual seeks placement at a lower level of care. NFs are prohibited from admitting individuals with MI/ID/RC before the PASRR Level I and Level II are completed and LOC approval is given.

Iowa's current contract for PASRR was implemented on July 25, 2011. The contract was for Level II PASRR only, and Level I activities were added by an amendment effective September 26, 2011. A web-based system for entry of all LI information became available to Iowa providers on January 1, 2012.

Iowa's PASRR program has undergone many changes and a number of innovations have been added to the contract. The current program includes:

- A 24/7 web based system that is available for hospitals, NFs, and other community provider organizations to gain access by setting up secure user IDs for appropriate staff members. See Section 1.3.1.2, System Requirements.
- Immediate access for viewing and printing of PASRR outcomes and Summaries of Findings for all authorized system users, upon completion of PASRR activity by the Contractor. See Section 1.3.1.9, Notices for Level I Determinations and Level II Summary of Findings.
- Quality reviews of 2% of all LI screenings for quality, errors, identification of concerns. See Section 1.3.1.10, Links to Payment and Quality Assurance Activities.
- Reporting to the Agency on the discovery of any individuals who may meet criteria for participation in the Agency's Money Follows the Person initiative. See Section 1.3.1.14, Reports.
- A web-based system that links PASRR information to the Agency's Medicaid eligibility determination processes. See Section 1.3.1.10, Links to Payment and Quality Assurance Activities. This process includes:
  - A system that requires NFs to submit information for all admissions, transfers, discharges, payment source and levels of care for all of their residents.
  - Information sent, in real-time, to the Agency, where it is translated into a Case Activity Report (CAR) and transmitted to appropriate Agency staff that use it to match Medicaid records with NF and PASRR information.
  - Utilization by all Medicaid Certified NFs in Iowa of the Links to Payment tracking system on 100% of their residents, including those with Medicaid, those with any other payment sources, and those with PASRRs that pre-date the current data system.
- A Specialized Services monitoring process for individuals with a need for SS identified in their LII Summary of Findings. See Section 1.3.1.11, Specialized Services Monitoring Process. This monitoring process involves:
  - A web-based system for requesting care plans and documents that support/verify that SS, RS, and when appropriate, CPS are being delivered.

- Reviews are triggered on 100% of individuals for whom SS are identified in their PASRR.
- Ability of the NFs to receive an electronic notification when their PASRR compliant care plans are due and ability for NFs to upload their documents.
- Contractor led review of care planning and SS delivery.
- Reporting to the Agency of any situations where full coordination with PASRR care planning and service delivery expectations are not achieved after two reviews and technical assistance.

The charts below provide recent volume data regarding PASRR activities in Iowa.

| <b>Level I (LI) Screens</b> |                 |                                  |                                      |                              |   |
|-----------------------------|-----------------|----------------------------------|--------------------------------------|------------------------------|---|
| <b>Fiscal Year</b>          | <b>Total LI</b> | <b>Web Approved <sup>1</sup></b> | <b>No Status Change <sup>2</sup></b> | <b>Negative <sup>3</sup></b> | <b>Referred for Level II <sup>4</sup></b> |
| 2013                        | <b>35,194</b>   | 22,958                           | 70                                   | 10,459                       | 1,707                                     |
| 2014                        | <b>36,249</b>   | 23,700                           | 174                                  | 10,849                       | 1,526                                     |
| 2015                        | <b>38,383</b>   | 24,392                           | 337                                  | 11,858                       | 1,796                                     |
| 2016                        | <b>41,968</b>   | 24,964                           | 854                                  | 13,336                       | 2,814                                     |

<sup>1</sup> Web Approved = LI did not contain any indicators that the individual had MI/ID/RC and received an automatic PASRR approval.

<sup>2</sup> No Status Change = The information submitted does not support that a change in status has occurred, so no LII is required.

<sup>3</sup> Negative = While the information submitted may suggest the presence of MI/ID/RC, the records do not support that the condition is significant enough to require a LII assessment.

<sup>4</sup> Refer for Level II = Information suggests the individual may have a diagnoses of MI/ID/RC for which PASRR services may need to be identified.

| <b>Categorical Determinations</b> |        |
|-----------------------------------|--------|
| <b>Fiscal Year</b>                |        |
| 2013                              | 13,360 |
| 2014                              | 13,844 |
| 2015                              | 15,472 |
| 2016                              | 18,902 |

| <b>Level II (LII) Evaluations</b> |                        |            |                         |
|-----------------------------------|------------------------|------------|-------------------------|
| <b>Fiscal Year</b>                | <b>Level II Onsite</b> | <b>DBR</b> | <b>Approved with SS</b> |
| 2013                              | 1,552                  | 53         | 602                     |
| 2014                              | 1,428                  | 45         | 674                     |
| 2015                              | 1,649                  | 32         | 744                     |
| 2016                              | 2,514                  | 51         | 1532                    |

### **1.2 RFP General Definitions.**

Definitions in this section correspond with capitalized terms in the RFP.

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

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

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

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

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

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

**“ADLs”** means activities of daily living, which is a term used in healthcare to refer to people's daily self-care activities. ADLs are "the things we normally do" such as feeding ourselves, bathing, dressing, grooming, work, homemaking, and leisure.

**“Appeal”** means a process whereby an individual who is not in agreement with a PASRR determination may request to have the determination reviewed and possibly amended or overturned. Adverse PASRR determinations or LOC decisions may be appealed pursuant to 441 Iowa Admin. Code Chapter 7. See 441 Iowa Admin. Code § 81.3(1)(c).

**“Case Activity Report”** or **“CAR”** is a form produced by the Agency using the Contractor’s PASRR data. Agency staff use this form for Medicaid eligibility determinations as well as Level of Care and payment source changes. A copy of the form is provided in Attachment G.

**“Categorical Determinations”** means a federal/state exemption from the need to have a full Level II evaluation prior to NF admission. These determinations are generally time-limited.

**“Community Placement Supports”** or **“CPS”** means services available in the community such as, but not limited to, housecleaning, yardwork, assistive technology, transportation, shopping assistance, meal preparation, and behavioral health supports. These services would be needed when an individual returns to the community.

**“Decision Portability”** refers to whether a particular PASRR determination permits an individual to transfer from one NF to another without another PASRR determination.

**“Document Based Reviews”** or **“DBR”** means Level II evaluations that are not performed via a face-to-face interview but instead involve a review of documents pertaining to the individual, which are utilized when an out-of-state individual is seeking admission to an Iowa NF or at other times that the Agency may choose to approve.

**“Implementation Phase”** means the activities required by the Scope of Work that ensure a smooth transition from the existing process to the Contractor.



**“Instrumental Activities of Daily Living”** or **“IADLs”** means certain tasks that permit an individual to live independently in a community. Examples include housework, preparing meals, taking medications as prescribed, managing money, shopping, use of telephone or other forms of communication, and transportation.

**“Intellectual Disability”** or **“ID”** means an individual that has a mild, moderate, severe or profound level of Intellectual Disability described in the American Association on Intellectual Disability’s Manual on Classification in Intellectual Disability (1983). Incorporation by reference of the 1983 edition of the American Association on Intellectual Disability’s Manual on Classification in Intellectual Disability was approved by the Federal Register in accordance with 5 U.S.C. 552(a) and 1 C.F.R. part 51 that govern the use of incorporations by reference. See 42 C.F.R. § 483.102.

**“Level I”** or **“LI”** means a brief PASRR screening used to identify individuals with a potential or known diagnosis of MI/ID/RC. Hospitals, nursing facilities and other Level I system users submit information about the individual to be screened. If the result of the screening finds the potential of a MI/ID/RC then the individual is referred for a Level II evaluation. The screening is required for all individuals who may enter a NF.

**“Level II”** or **“LII”** means a comprehensive PASRR evaluation that is used to confirm a diagnosis of serious MI/ID/RC, to determine whether the individual meets LOC for Nursing Facility care, to determine whether the applicant needs PASRR identified Specialized Services or Rehabilitative Services and to identify what Community Placement Supports the individual is likely to need if they choose to reside at a lower level of care than in a NF.

**“Level of Care”** or **“LOC”** means the portion of the PASRR process as defined in 441 Iowa Admin. Code § 81.3(1) though 81.3(1)(b). The PASRR Contractor performs the LOC for all individuals in the PASRR Level II population using the “Nursing facility level of care” definition in 441 Iowa Admin. Code § 81.1, which states the following conditions are met:

1. The presence of a physical or mental impairment which restricts the member’s daily ability to perform the essential activities of daily living, bathing, dressing, and personal hygiene, and impedes the member’s capacity to live independently.
2. The member’s physical or mental impairment is such that self-execution of required nursing care is improbable or impossible.

**“Links to Payment”** means the process described in Section 1.3.1.10, Links to Payment and Quality Assurance Activities. This is a process that links PASRR information, admission, transfer, discharge or other significant change data to the Iowa Medicaid system.

**“Managed Care Organizations”** or **“MCOs”** means the entities under Contract with the Agency to manage Medicaid services for identified individuals, which are, as of December 2016, Amerigroup Iowa, Inc., AmeriHealth Caritas Iowa, Inc. and UnitedHealthcare Plan of the River Valley, Inc.

**“Medication Administration Record”** or **“MAR”** means a document that is widely used to report what medications have been given to an individual. It is often requested as part of a PASRR assessment.

**“Mental Illness”** or **“MI”** means a behavioral health condition that can be found in the current edition of the Diagnostic and Statistical Manual. See 42 C.F.R. § 483.100(b)(1) for a more detailed definition.

**“Minimum Data Set”** or **“MDS”** means a survey of NF resident status that must be administered to all residents of Medicaid-certified NF, regardless of insurance type. To complete the MDS, NF staff must answer a variety of questions about resident health and functional ability. The MDS must first be administered within 14 days of NF admission. It is subsequently administered quarterly (in short form) and annually (in long form).

**“Money Follows the Person”** means an Agency initiative that provides opportunities for individuals in Iowa to move out of Intermediate Care Facilities for Persons with Intellectual Disabilities (ICF/ID) and NFs into a less restrictive home in the community. See Section 2.4, Online Resources for a link for more information about this initiative.

**“Nursing Facility”** or **“NF”** or **“NFs”** means a Nursing Facility or Nursing Facilities including NFMIs.

**“Nursing Facility for Persons with Mental Illness”** or **“NFMI”** or **“NFMIs”** means a specialized type of NF meant to serve those individuals with very high needs for specialized behavioral health services and is subject to the Institute for Mental Disease (IMD) exclusion identified in the federal guidelines.

**“Operations Phase”** means the activities required by the Scope of Work, which are performed by the Contractor following the Implementation Phase.

**“Program of All-Inclusive Care for the Elderly”** or **“PACE”** means a specialized managed care program that provides preventive care, primary care, social services, therapeutic recreation, acute and long-term care services. See Section 2.4, Online Resources for a link for more information about this initiative.

**“PASRR Technical Assistance Center”** or **“PTAC”** is a resource for states on PASRR; see Section 2.4, Online Resources for a link for more information.

**“Qualified Mental Health Professional”** or **“QMHP”** means an individual who has either of the following qualifications:

a. The individual meets all of the following requirements:

- (1) The individual holds at least a master’s degree in a mental health field, including but not limited to psychology, counseling and guidance, nursing, and social work, or is an advanced registered nurse practitioner, a physician assistant, or a physician and surgeon or an osteopathic physician and surgeon.
- (2) The individual holds a current Iowa license if practicing in a field covered by an Iowa licensure law.
- (3) The individual has at least two years of post-degree clinical experience, supervised by another mental health professional, in assessing mental health needs and in providing appropriate mental health services.

b. The individual holds a current Iowa license if practicing in a field covered by an Iowa licensure and is a psychiatrist, an advanced registered nurse practitioner who holds a national certification in psychiatric mental health care licensed by the board of nursing, a physician assistant practicing under the supervision of a psychiatrist, or an individual who holds a doctorate degree in psychology and is licensed by the board of psychology. See Iowa Code § 228.1(6) (definition of “Mental health professional”).

**“Reconsideration”** means a process whereby an individual who is not in agreement with a PASRR determination may request, for good cause, to have the determination reviewed and possibly amended.

**“Rehabilitative Services”** or **“RS”** means services that are provided in a Nursing Facility at the ordinary per diem reimbursement rate. These services, which can be identified in the Level II Summary of Findings, may involve hiring of additional staff or contractors, and include such things as occupational therapy or physical therapy, or involve obtaining medical services such as those of eye care, dental care, or other non-behavioral health service related needs.

**“Related Condition”** or **“RC”** means a serious, chronic disability that meets all of the following conditions: It is attributable to— (1) Cerebral palsy or epilepsy; or (2) Any other condition, other than mental illness, found to be closely related to Intellectual Disability because this condition results in impairment of general intellectual functioning or adaptive behavior similar to that of persons with intellectual disabilities, and requires treatment or services similar to those required for these persons. (b) It is manifested before the person reaches age 22. (c) It is likely to continue indefinitely. (d) It results in substantial functional limitations in three or more of the following

areas of major life activity: (1) Self-care, (2) Understanding and use of language, (3) Learning, (4) Mobility, (5) Self-direction, (6) Capacity for independent living. See 42 C.F.R. § 435.1010

**“Resident Review”** or **“RR”** also known as **“Status Change”** or **“SC”** means the process of conducting a PASRR screening and/or full LII evaluation for someone who is already a NF resident and who may be experiencing a significant change in their condition. A NF is expected to submit a new PASRR when triggered by, changes in mental status, the MDS or other life changes such as inpatient psychiatric hospital admission. Iowa has outlined when consideration of a RR or SC is appropriate in Informational Letter 1482. See Section 2.4, Online Resources for a link to this letter.

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

**“Specialized Services”** or **“SS”** means services, usually behavioral health services that exceed the services ordinarily provided by a Nursing Facility under its per diem rate. These services, which can be identified in the Level II Summary of Findings, are arranged by the Nursing Facility while the individual lives in the Nursing Facility and are provided by licensed and or certified providers either in the Nursing Facility or in various community settings.

**“Status Change”** or **“SC”** – see **“Resident Review”**

**“Summary of Findings”** or **“SOF”** means a written report that is a result of a Level II PASRR evaluation and is sent to the individual by regular mail and is available electronically.

### **1.3 Scope of Work**

#### **1.3.1 Deliverables.**

## **GENERAL OBLIGATIONS**

### **1.3.1.1 General Obligations.**

The Contractor shall fulfill general obligations to facilitate the State of Iowa’s comprehensive PASRR process. The Contractor’s obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Perform all PASRR processes and functions in compliance with all federal requirements, applicable Iowa statutes and rules, and be on the forefront of anticipating emerging state and federal expectations.
- b. Prevent conflicts of interest by ensuring that the Contractor does not have a direct or indirect affiliation or relationship with any Iowa NF and by requiring Level II evaluators to also not have affiliations or relationships with NFs or providers of Specialized Services.
- c. Maintain all systems, processes, functions and trainings developed or customized during the Implementation Phase throughout the Operations Phase and all Contract extensions unless otherwise approved by the Agency.
- d. Maintain the staff positions hired or subcontracted during the Operations Phase and ensure adequate amount of staff are retained throughout the Operations Phase and all Contract extensions.
- e. Notify the Agency in writing of any key staff resignations and dismissals within one (1) business day after initial knowledge of the change. Key staff includes: the project manager, webmaster, clinical director, Level I manager and Level II manager.
- f. Allow the Agency to review and approve the resumes and credentials of all Iowa-based Level II evaluators.
- g. Attend conference calls with the Agency at least twice weekly during the Implementation Phase to review the implementation progress.

- h. Attend conference calls with the Agency twice monthly or as directed by the Agency throughout the Operations Phase and all Contract extensions to review contract deliverables, identify service trends, consult on issues of concern and engage in problem solving or program adjustments as needed.
- i. Provide responses to Agency PASRR-related informational requests within one (1) working day, or as agreed upon with the Agency, throughout the entire Contract.
- j. Complete at least one on-site consultation visit with the Agency and at least two (2) in-person training sessions for hospital and Nursing Facility personnel annually, starting in June 2017 and continuing annually throughout the entire Contract; the on-site consultation may be combined with the in-person training.
- k. Complete the Implementation Phase on June 30, 2017, by having all aspects of the Iowa PASRR process ready for the July 1, 2017, 12:01 a.m. roll-out date.
- l. Develop a detailed implementation plan that identifies all Implementation Phase tasks, including a timeline with the target date for each task and a testing process that allows the Agency to provide feedback and to make corrections. Contractor shall deliver to the Agency the final implementation plan, incorporating any changes requested by the Agency, within 15 days after the Contract execution date. The Contractor shall execute, adhere to, and provide the services set forth in the Agency-approved implementation plan. Changes to the implementation plan must receive prior approval from the Agency, and the Contractor shall adhere to the modified implementation plan once approved by the Agency.

## IMPLEMENTATION PHASE

### 1.3.1.2 System Requirements.

The Contractor shall implement Agency-approved technology to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Configure/Customize a web-based system for Iowa that is available to Level I users for data entry 24 hours per day, 365 days per year to support the PASRR determination process for Iowa NFs, skilled NFs, and NFMIs, data tracking, analysis, and reporting requirements identified in the Operations Phase Sections 1.3.1.5 through 1.3.1.14. The system must utilize industry standard coding practices and be HIPAA compliant and secure.
- b. Provide full program expertise, staffing, web technologies, and management capabilities necessary to customize and maintain an automated web-based system that can be accessed in real time by system users statewide 24 hours per day, 365 days per year.
- c. Configure/Customize for Iowa, maintain, and regularly update a database that is capable of storing a record for each individual and every PASRR in a manner that each PASRR notice can be printed by Contractor staff, authorized Agency staff, and authorized system users. The database must include a sufficient number of fields to support the entire Section 1.3 Scope of Work, along with desirable data elements to support federal and state reporting along with rich analytics.
- d. Provide the system capability that allows users to upload scanned documents and attach an unlimited number of scans on an individual's system record.
- e. Configure/Customize for Iowa a Level I software algorithm able to provide an immediate outcome for negative Level I screens on a high percentage of the cases.
- f. Provide the system capacity to save and store partially completed PASRRs and other entries, so the user can later retrieve the partial entry and complete the submission.
- g. Host and provide all services including website with entry portal for providers, related hardware, bandwidth for access, back-up capabilities, firewalls, database software licenses, report generating software, and operating system software as part of the hosting service.
- h. Develop a visually understandable and user friendly, one-stop website for Iowa PASRR providers, where providers will log in to use the PASRR system and where they will find the comprehensive library of historical training materials, policy updates, announcements, manuals, tools, and archived emails that have

been sent to providers since 7/25/2011. The Contractor shall organize materials in a menu driven website that is searchable and uses intuitive names and headers.

- i. Enforce user role-based security that allows different users different levels of access within the system.
- j. Program the system to accept manual data entry of new information about PASRRs that pre-date 09/01/2011.
- k. Program robust search capability, tied to user roles, to enable users to find all relevant information on a PASRR individual.
- l. If applicable, transition and store all of the previous contractor's PASRR documents and determinations, data related to Sections 1.3.1.6 through 1.3.1.11 and on-line reports, in a manner that:
  1. All original formatting is maintained.
  2. Searches will display both transitioned and new data when both types of data exist for the individual being searched.
  3. The distinction between transitioned and new data will be invisible to the user. The user will be able to search, view and print the two types of data in exactly the same way.
- m. Allow secure web-based access to all Iowa Level II evaluators to review PASRR history and documents and to enter data collected in the course of each evaluation.
- n. Provide the system capability to request care plans and documents from NFs that support/verify that SS, RS, and when appropriate, CPS, are being delivered.
- o. Provide a NF view of system information that includes:
  1. A listing of all persons residing in the NF at the present time, permit access to and printing of all PASRRs, and permit data entry of all information needed for admission, transfer, discharge, LOC, payment source and any other information needed to populate the CAR form.
  2. A notification system to alert the NF when it is necessary for the NF to upload their care plan and documentation of delivery of SS.
  3. A data entry process to allow NFs the ability to provide information needed to complete a Section 1.3.1.11 specialized services monitoring process review.
- p. Provide users the ability to view on-line reports and data. The Contractor shall collaborate with the Agency during Implementation Phase to finalize the on-line reporting style and detail.
- q. Develop a way to capture email addresses of all system users and non-system users and a means for new individuals to request to be placed on a policy and training email list. The Contractor shall share the sortable email list(s) with the Agency upon request. The Contractor shall regularly send policy and training related emails to the provider and Level II evaluator email lists.
- r. Provide to the Agency any data files requested in accordance with Agency requirements and work collaboratively with the Agency to develop and test the data file process incorporating Agency feedback into the final data file format(s).
- s. Provide secure and continuous access to all information contained in the system to the PASRR Contract Manager and any others the Agency authorizes.
- t. Work collaboratively with the Agency to develop and test the notices identified in Section 1.3.1.9 and incorporate Agency feedback into the final notice template.
- u. Meet the Agency and the Office of the Chief Information Officer's security standards for data collection, storage, and secured electronic transmissions. This includes, but is not limited to, a minimum 256-bit encryption for both authentication and data transmission. See Contract Section 2.9.6.
- v. Ensure security safeguards are in place to assure the integrity of system hardware, software, records, and files, including but not limited to:
  1. Orienting new employees to security policies and procedures;
  2. Conducting a minimum of yearly review sessions on security procedures;
  3. Developing a list of personnel to be contacted in the event of a potential HIPAA or other suspected security breach;
  4. Maintaining entry logs for limited access areas;
  5. Limiting physical access to systems hardware, software, and libraries; and
  6. Maintaining confidential and critical materials in limited access, secured areas.
- w. Provide documentation of SOC 2 compliance or the following documentation prior to system implementation and annually thereafter:

1. Documentation that a security risk assessment has been completed and was successful;
  2. Documentation of completed and successful network penetration scan;
  3. Documentation of successful web application security scan; and
  4. Completion of the Attachment H vendor questionnaire.
- x. Develop and maintain a disaster recovery and business continuity plan to address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.
1. The Contractor shall protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations and provide secure, off-site back up storage of all PASRR information and documents uploaded or generated.
  2. The disaster recovery and business continuity plan must assure the system essential functions are fully operational within 8 hours of any disaster or unforeseen event that causes an interruption of services.
  3. The Contractor shall deliver to the Agency the final disaster recovery and business continuity plan, incorporating any changes requested by the Agency, within 15 days after the Contract start date. The Contractor shall execute, adhere to, and provide the services set forth in the Agency approved disaster recovery and business continuity plan. Changes to the disaster recovery and business continuity plan must receive prior approval from the Agency, and the Contractor shall adhere to the modified disaster recovery and business continuity plan once approved by the Agency.

### 1.3.1.3 Provider Training.

The Contractor shall provide training for all providers, as directed by the Agency, to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Develop an Agency-approved comprehensive library of training materials for the approximately 460 nursing facilities, as well as hospitals, and health and human services agencies that utilize the Iowa PASRR system and post this information on the PASRR website.
- b. Develop an Agency-approved comprehensive Iowa PASRR provider manual that includes policies and procedures for Level I, Categorical determinations, Level II, short-term approvals, Links to Payment entries and activities, service monitoring entries and activities, and other issues as identified. The Contractor shall keep this provider manual updated at least every six months throughout the life of the Contract.
- c. Develop an authorization process to identify and approve web-supervisors for each hospital, NF or other provider. These web-supervisors will serve as the primary point of contact and will authorize all other users from that agency or facility.
- d. Provide initial training to web-supervisors for each hospital, NF or other providers on how to serve as the primary point of contact and how to authorize other users from that agency or facility.
- e. Develop and present full-day, face-to-face training sessions for hospitals, NFs and other providers in at least four locations in Iowa during June 2017, for at least 100 people per location, utilizing web-based registration. The Contractor shall continue this training process twice per calendar year, dates at the discretion of Agency, for the remainder of the Contract, modifying future training content and presentation upon Agency request.
- f. Develop and present one hour webinar training events for hospitals, NFs and other providers on a variety of PASRR related topics utilizing web-based registration on an every-other-week basis, beginning June 1, 2017, and continuing through the remainder of the Contract, modifying future training content and presentation upon Agency request.
- g. Develop Agency-approved survey document(s) that will be provided to the attendees at each training event.
- h. Provide the Agency, within ten (10) days after each training event, a summary that includes who attended each training session and the results of the survey.
- i. Ensure that the provider community is ready to utilize the PASRR system at the start of the Operations Phase on July 1, 2017.

#### **1.3.1.4 Project Staffing and Training.**

The Contractor shall provide project staffing and training to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Provide a project manager for Iowa who will serve as the primary staff person responsible for the implementation of all Contract deliverables with the goal the person will start work early in the Operations Phase. The Contractor shall allow the Agency to be involved in the selection and approval of this key project individual.
- b. Provide or subcontract a webmaster, the staff person responsible for the providers' website. See Section 1.3.1.2(h), with the goal that the person will start work early in the Operations Phase.
- c. Hire or subcontract Iowa-based Level II evaluators, who meet QMHP or similar qualifications, to perform comprehensive Level II evaluations.
- d. Hire or subcontract Iowa-based Level II Intellectual Disability evaluators, who meet QMHP qualifications, to perform Intellectual Disability evaluations when needed as part of the Level II process.
- e. Hire or subcontract a licensed and qualified psychiatrist. A non-psychiatrist physician can be considered with Agency review and approval.
- f. Hire or subcontract qualified individuals to work on the Contract in the following full or part-time roles: helpdesk staff that are specialized in Iowa specific policy, helpdesk supervisor who is specialized in Iowa specific policy, Level I Manager and Level I reviewers, Level II Manager, project support specialist(s), clinical director, PASRR policy specialist, and information technology specialist(s).
- g. Develop and present full-day face-to-face training sessions for Iowa-based Level II evaluators during June 2017. The Contractor shall continue this training process at least once per calendar year for the remainder of the Contract, modifying future training content and presentation upon Agency request.
- h. Provide ongoing training to all Contractor staff so that they are knowledgeable in PASRR and the Iowa PASRR process, and are competent to perform their jobs throughout the entire Contract.
- i. Maintain a list with each Level II evaluator's name, qualifications and work location(s) and share the updated list with the Agency annually and upon request.

## **OPERATIONS PHASE**

#### **1.3.1.5 Helpdesk Functions.**

The Contractor shall fulfill helpdesk functions to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain office hours to conduct business and operate the Iowa PASRR helpdesk five (5) days per week Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CST at least 248 days per year.
- b. Post holidays and other business closures at least annually on the website.
- c. Notify Iowa PASRR providers about unanticipated or emergency office closures as soon as practical via email and by posting a notice on the website.
- d. Notify the Agency Contract Manager about unanticipated or emergency office closures as soon as practical via phone and email.
- e. Install and maintain a high capacity facsimile machine for the receipt of pertinent information and provide 24/7 facsimile availability.
- f. Process faxed information by scanning the information and uploading the scan(s) to the individual's system record.
- g. Staff the Iowa PASRR helpdesk that includes a toll-free telephone number and email address five (5) days per week Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CST providing at least one person available at all times throughout the business day.

- h. Staff the Iowa PASRR helpdesk with professional, courteous, PASRR informed individuals who have high quality, current, and specific knowledge about the Iowa PASRR process, including all unique features of the Iowa PASRR process in order to accurately address a wide variety of questions that will come in from Iowa PASRR providers and others.
- i. Respond to Iowa PASRR helpdesk calls and emails within four (4) business hours.

#### **1.3.1.6 Level I Screening.**

The Contractor shall provide Level I screening to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Accept Level I referral information from PASRR system users by electronic submission 24 hours per day, every day of the year.
- b. Provide technical assistance and support to all Level I system users via an Iowa PASRR provider's website, email, facsimile and toll free number. See Section 1.3.1.5, Help Desk Functions for more detail.
- c. Review all Level I screenings on all individuals seeking admission to a Medicaid certified NF, regardless of payment source and determine if there is an indication or suspicion of MI/ID/RC. (If the Level I screening finds that MI/ID/RC is suspected then the individual will require a Level II evaluation. See Section 1.3.1.8, Level II Evaluation.
- d. Maintain and utilize the algorithm and system established in Section 1.3.1.2, System Requirements.
- e. Issue an immediate web-approved electronic determination of a negative Level I outcome and authorization to proceed with NF placement when a Level II is not needed.
- f. Notify the Level I submitter of the Level I PASRR results electronically and as needed by telephone.
- g. Issue written determinations to the individual, the Level I referral source, the physician, the guardian or other substitute decision maker as authorized in a manner and language understandable to the individual based upon their cultural background, ethnic origin, and means of communication.
- h. Utilize a clinical review process for the completion of Level I screens that cannot be completed via the Level I software algorithm.
- i. Utilize a Level I screening process that determines whether an exemption exists that would negate the need for a full Level II evaluation. Approved exemptions include: primary diagnosis of Dementia that is progressed to a degree that the individual would be unlikely to benefit from specialized services, no indication of MI/ID/RC, or if there is an indication of MI/ID/RC but a reason for Categorical Determination is present.
- j. Correctly apply procedures relating to Categorical Determinations. See Section 1.3.1.7, Categorical Determinations, for more detail.
- k. Provide an electronic system notification of positive Level I screening, indicating that a Level II evaluation will be required.
- l. Complete all Level I screenings requiring clinical review and provide the outcome electronically to the referral source within eight (8) business hours. Business hours are based on the helpdesk schedule.
- m. Compile the results of the Level I screening information into a Level I determination notice. See Section 1.3.1.9, Notices for Level I Determinations and Level II Summary of Findings for more detail about the Level I determination notice.
- n. Make the Level I determination notice immediately available electronically to the LI submitting entity and others entitled to the information.
- o. Send the Level I determination notice by US mail to the individual, any identified primary care physician, any guardian or legal representative entitled to the report and as needed to the Level I submitter.
- p. Report the number of Level I screenings completed and turnaround time in the applicable reports listed in Section 1.3.1.14, Reports.



### 1.3.1.7 Categorical Determinations.

The Contractor shall perform Categorical Determinations to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain and utilize the system established in Section 1.3.1.2, System Requirements.
- b. Correctly apply the following criteria in making Categorical Determinations when appropriate:
  1. **Exempted Hospital Discharge:** is a short-term (30 day or less) exemption from the PASRR Level II process for an individual with known or suspected MI/ID/RC who:
    - Is discharging from a medical hospital to a Nursing Facility after receiving medical (non-psychiatric) services, and;
    - Requires NF treatment for the same condition treated in the hospital, and;
    - Whose physician has certified in writing that the anticipated length of stay in the NF is not expected to exceed 30 calendar days.
  2. **60 day convalescence:** the individual must be discharging from a medical hospital to a NF after receiving medical (non-psychiatric) services and:
    - Needs less than 60 days treatment in a NF for the condition treated in the hospital and,
    - The attending physician certifies in writing that the anticipated length of stay in the NF is not expected to exceed 60 calendar days.
  3. **Seven (7) day delirium:** the individual must present with clear evidence of delirium.
  4. **Seven (7) day Provisional Emergency Situations:** the individual must have an emergency situation requiring protective services related placement in the NF or the individual has an emergent need requiring temporary placement in a new or alternate NF setting due to natural disaster or other emergent reason for an evacuation that is expected to be temporary.
  5. **Terminal Illness:** the individual must have been determined by a physician to have a prognosis for life expectancy of 6 months or less.
  6. **30-day Respite:** the individual must require brief and finite NF care for the purpose of respite for an in-home caregiver and the individual is expected to return home following the brief NF stay.
- c. Complete all Categorical Determinations within eight (8) business hours.

### 1.3.1.8 Level II Evaluation.

The Contractor shall perform Level II Evaluations to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain and utilize the system established in Section 1.3.1.2, System Requirements.
- b. Complete all Level II evaluations for persons identified by LI screening as potentially having a MI/ID/RC, prior to an individual's admission to a NF.
- c. Complete a Status Change or Resident Review Level II evaluation whenever a change of status is requested. The Contractor shall assure a new LI is submitted for Status Change requests.
- d. Complete the following tasks on each Level II evaluation:
  1. Obtain any needed information that has not been uploaded to the system by the Level I submitter.
  2. Identify a Level II evaluator who will accept the assignment and complete the interview and data collection for the evaluation.
  3. Contact the Level 1 submitter to schedule the evaluation.
  4. Conduct a face-to-face interview with the individual at the individual's current location.
  5. Conduct Document Based Reviews when the individual is located outside of Iowa at the time of the LI submission.
  6. Conduct Document Based Reviews under certain other circumstances that may be arranged for and approved by the Agency.

7. Ensure that all applicable State of Iowa criteria are applied for Document Based Reviews on out-of-state individuals transferring or applying to an Iowa NF.
8. Obtain and upload documentation pertaining to guardianship or any other substitute decision makers.
9. Interview the guardian or other legal representatives if available.
10. Interview any family members identified by the individual as time and scheduling permit.
11. Interview one or more persons involved in current delivery of care for the individual as time and scheduling permit.
12. Conduct a face-to-face interview as part of the Level II evaluation processes. The Level II evaluator shall make every effort to conduct on-site evaluations with the least possible amount of disruption to the hospital, NF and residents.
13. Perform on-site evaluations during the NFs normal daytime business hours when possible and practical and give the NFs advanced notice when scheduling the evaluations.
14. Review, prior to the interview whenever possible, previous PASRRs for the individual, available medical records including history and physical, psychiatric history, current psychiatric treatment records, MAR, MDS, and other records submitted in the course of the evaluation.
15. Use a person-centered approach both verbally and in writing in the Level II evaluator's interview protocol and in reports.
16. Explain the Level II evaluation process and determinations to the individual to whom it applies, family and/or individual's representative when requested.
17. Obtain releases of information for third-party sources such as the primary care physician, behavioral health services providers, other service providers, family members, and any other relevant sources.
18. Collect other pertinent information such as legal/commitment history, criminal history, substance use history, and child or dependent adult abuse history.
19. Complete attestation form pertaining to time and place of interviews and all persons interviewed.
20. Determine and confirm whether the individual has a MI/ID/RC for which PASRR services may need to be identified.
21. Make the LOC determination for all individuals in the PASRR Level II population.
22. Deny placement in a NF due to LOC or the NFs ability to meet SS recommendation when appropriate and with additional review by a psychiatrist, generally when an individual continues to need hospitalization.
23. Determine the individual's behavioral health status and identify services needed to address behavioral health needs.
24. Determine whether and how the individual's behavioral health needs could be met by a NF and determine whether the person may also benefit from placement in a NFMI.
25. Determine which SS, RS and CPS are appropriate for the individual.
26. Determine whether a short-term approval of 90, 120, 150 or 180 days may be appropriate in accordance with the evaluation of the individual's potential for return to a lower level of care.
27. Monitor short-term approvals and on the expiration date return the individual to the start of the Level II evaluation process if the individual is still residing in a NF.
28. Ensure that the Level II Summaries of Findings include all documentation and narrative required by the Agency in a format consistent with all reports currently contained in the existing Iowa PASRR database.
29. Compile the individual's information into a Summary of Findings. See Section 1.3.1.9, Notices for Level I Determinations and Level II Summary of Findings for more detail about the Summary of Findings notice.
30. Provide, in the Summary of Findings, a detailed rationale for each service identified for the individual as well as a rationale for placement that can be used to guide the delivery of person-centered services for the individual.
31. Include standard language about Reconsiderations, Appeals, and Status Change statement on every PASRR Level II determination.
32. Issue Notice of Summary of Findings with, at minimum, the following possible global Level II outcomes:

- i. Approved No SS - individual meets NF LOC and MI/ID/RC criteria, and needs Rehabilitative Services and/ or Community Placement Supports, but Specialized Services are not needed.
  - ii. Approved SS - individual meets NF LOC and MI/ID/RC criteria, and needs Specialized Services, Rehabilitative Services and/ or Community Placement Supports.
  - iii. Approved SS/Reconsideration or Appeal - following a Reconsideration or Appeal, it is determined that the individual meets NF LOC and MI/ID/RC criteria, and needs Specialized Services, Rehabilitative Services and/ or Community Placement Supports.
  - iv. Approved SS/NFMI LOC - individual meets NF LOC and MI/ID/RC criteria, and also has very high needs for Specialized Services consistent with the Agency’s LOC requirements for a NFMI, and may also need Rehabilitative Services and/ or Community Placement Supports.
  - v. Approved SS/Facility Specific – same as Approved SS when the individual is determined to need placement in a specific NF or NFMI.
  - vi. Approved SS/Facility Specific Reconsideration or Appeal - same as Approved SS when the individual is determined to need placement in a specific NF or NFMI following a Reconsideration or Appeal.
  - vii. Denied SS or LOC - Nursing Facility Level of Care is denied, generally because individual continues to need hospitalization. Denials require the additional review of a physician.
33. Complete the Level II evaluation, the LOC determination process, and issue the notice of Summary of Findings within 120 hours from Level I submission time-stamp.
34. Make the Level II Summary of Findings immediately available electronically to the LI submitting entity and others entitled to the information.
35. Send the Summary of Findings by US mail to the individual, any identified primary care physician, any guardian or legal representative entitled to the report and as needed to the Level I submitter.
36. Report the number of Level II evaluations completed and turnaround time in the applicable reports listed in Section 1.3.1.14, Reports.

**1.3.1.9 Notices for Level I Determinations and Level II Summary of Findings.**

The Contractor shall issue notices for Level I Determinations and Level II Summary of Findings to facilitate the State of Iowa’s comprehensive PASRR process. The Contractor’s obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain and utilize the system established in Section 1.3.1.2, System Requirements.
- b. Include the following applicable information in a Level I determination:

| <b>Information</b>    | <b>Description</b>   |
|-----------------------|--|
| Individual’s Address  | This section will populate multiple initial pages addressed to each party who should receive the PASRR Summary of Findings.                              |
| Regarding             | List the name of individual.   |
| County                | List the individual’s county based on their current residence at time of PASRR.  |
| State ID              | List the Medicaid ID number of the individual if known.  |
| ID Number             | List the Contractor’s ID used to identify and look up all PASRR records about the individual.  |
| Identifier            | Use an identifier that the contractor will utilize to identify this unique PASRR.  |
| Mailing Date          | List the date the PASRR determination was mailed and/or made available electronically. The Contractor shall mail the same day as the determination date. |
| Date of Determination | List the date the PASRR decision was made.   |

| <b>Information</b>  | <b>Description</b>  |
|---|---|
| Number of Approved Days   | List the number of approved days for short-term categorical approvals, which can be made for 7 - 60 days.   |
| Expiration Date   | For any short term categorical decisions, the determination will be populated with a date of expiration of the current approval period.   |
| Notice of Negative Level I Screen Outcome, or Notice of Level I Categorical Determination | This header will be followed by standard language informing the reader that this individual is appropriate for placement in a NF without further PASRR activity, or that the individual has met criteria for a time limited Categorical Determination.  |
| PASRR Demographics  | Demographic information is reported as captured in the Level I screen including full name, SSN, DOB, Gender, Race, County of Residence, source of payment, and Medicaid number if known. Also includes typical living situation at time of the Level I, type of review, PAS or RR, and reason for screening.            |
| Mental Illness  | This section describes the primary questions about mental health diagnosis that have been screened for in the Level I, and the responses to the primary questions around mental health and substance use diagnoses.   |
| Symptoms  | This section describes the responses to several of the Level I screening questions pertaining to current and past symptoms.   |
| History of Psychiatric Treatment/Dementia   | This section describes current and past history of treatment and services to address behavioral health issues, life disruptions the presence of dementia, and any testing related to dementia.  |
| Psychotropic Medications  | This section involves reporting on all psychoactive medications prescribed for behavioral health issues in the past six months, utilizing a drop down menu for medication type, dosage, and condition treated, as well as reporting on any additional important information the Level I submitter has offered via text. |
| Intellectual Disability and Developmental Disabilities                                    | This section reports results of significant questions related to the presence of ID and DD including age of onset, adaptive functioning, and any history of services related to these conditions, and any functional limitations that do not arise from the medical condition, dementia, or Mental Illness.             |
| Exemptions and Categorical Decisions  | This section, which applies only to those individuals with known or suspected Level II conditions, is utilized to report on indicators that address whether the individual may meet any qualifying criteria for any of Iowa's Categorical Determinations.   |
| Individual's Address  | The address of the individual will appear on all copies of the Level I PASRR for all parties who receive it.  |
| Legal Guardian  | There will be an indication about whether there is a legal guardian, and if one exists, the name and address of the guardian will appear on all copies of the Level I PASRR for all parties who receive it.   |
| Primary Physician   | The name and address of the physician will appear on all copies of the Level I PASRR for all parties who receive it.  |
| Current Location  | The address where the individual is residing at the time of the Level I submission and the date they admitted to the current facility/location will be included on all copies of the Level I PASRR for all parties who receive it.  |

| <b>Information</b>                     | <b>Description</b>   |
|--|--|
| Nursing Facility Admission Information | The address of the NF where the individual is currently residing or expected to reside in the very near future can be included, if known, along with the admission date if already admitted, or the anticipated date of placement, if known, will be included on all copies of the Level I PASRR for all parties who receive it.   |
| Level I Attestation and Signature      | This section will include standard language attesting to the accuracy of the information reported in the Level I screen, and will be signed electronically by the Level I submitter, with address, phone, fax, and date.   |
| Additional Comments                    | This section is reserved for reporting of any information the Level I submitter wishes to add beyond the responses to the basic screening information.   |
| Outcome                                | This important summary section will include the name of the Level I reviewer who finalized and approved the outcome, the actual outcome, the review date, the narrative describing the rationale for the outcome, and a standard statement indicating that the PASRR outcome must be forwarded to the receiving NF and that the outcome must be placed in the individual's chart |
| PASRR Identified Services and Supports | If the individual's Level I outcome has included the identification of any services that this individual may find to be useful, then a standard section, similar to the services identification process utilized in a Level II PASRR outcome may be added to show any recommended SS, RS, or CPS for this individual, along with rationale for these services.                   |

c. Include the following applicable information in a Level II Summary of Findings:

| <b>Information</b>                       | <b>Description</b>  |
|--|---|
| Individual's Address                     | This section will populate multiple initial pages addressed to each party who should receive the PASRR Summary of Findings. |
| Regarding                                | List the name of individual.  |
| County                                   | List the individual's county based on their current residence at time of PASRR.   |
| State ID                                 | List the Medicaid ID number of the individual if known.   |
| ID Number                                | List the Contractor's ID used to identify and look up all PASRR records about the individual.                               |
| Identifier                               | Use an identifier that the contractor will utilize to capture this unique PASRR.  |
| Date of Determination                    | List is the date the PASRR decision was made.   |
| Mailing Date                             | List the date the PASRR Summary of Findings was mailed. The Contractor shall mail the same day as the determination date.   |
| Initial Clinical Information Gathered By | List the Level II Evaluator's name.   |
| Number of Approved Days                  | List the number of approved days for short-term approvals, which can be made for 90, 120, 150, or 180 days.                 |
| Expiration Date                          | List the end date for all short-term approvals.   |
| MD                                       | If a physician review has taken place as part of the PASRR, list the physician's name and credentials.                      |
| PASRR Notice of                          | Indicate whether this is a short-term NF approval or NF approval.   |
| Reconsideration language                 | This standard text will be provided to the Contractor during the Implementation Phase.                                      |

| <b>Information</b>                               | <b>Description</b>  |
|--|---|
| Appeal language                                  | This standard text will be provided to the Contractor during the Implementation Phase.  |
| Status Change statement                          | This standard text will be provided to the Contractor during the Implementation Phase.  |
| Summary of Findings report                       | The Summary of Findings header is used on all Level II evaluations.   |
| Individual's Name                                | List the name of individual.  |
| Individual's Date of Birth                       | List the Date of Birth of the individual.   |
| Ruled out  | Indicate whether the individual is ruled out of the PASRR LII population.   |
| Intellectual Disability/Related Condition        | Indicate whether the individual meets criteria for a diagnosis of ID or RC.   |
| Mental Health                                    | Indicate whether the individual meets criteria for a diagnosis of MH.   |
| Mental Health Diagnoses                          | There are separate diagnostic sections for Axis I primary, Axis I secondary, Axis I tertiary, Axis I quaternary, Axis II primary, and Axis II secondary. List the individual's diagnoses information in the applicable diagnostic area.   |
| Related Conditions                               | List any qualifying RC diagnoses for the individual.  |
| Summary of Medical and Social History            | This is a section label.  |
| General Social History                           | This detailed narrative summary includes age, gender, current primary living arrangements for at least the past two years, family composition, support network, prior service history, description of what leads to possible need for NF consideration, presence of guardian or other substitute decision makers, and other relevant information. |
| PASRR and Placement History                      | If there is a prior or known PASRR history or placement history available to us at the time of this PASRR, it can be included.  |
| Legal History                                    | List any applicable commitment, criminal, child or dependent adult abuse history when a search has been completed. A search may be conducted on any individual and will be conducted when any such history is acknowledged or alleged in the process of gathering information.  |
| Medical Diagnoses                                | List all current medical diagnoses, surgical history, and any current or known history of hospitalizations.   |
| Psychiatric History                              | List current and historical mental health diagnoses, history and onset, recent psychiatric symptoms, hospitalizations, and treatment history, current psychotropic medications, current or previous providers and preferences regarding providers of behavioral health services.  |
| Family Mental Health History                     | This may be included with psychiatric history or written as a separate section if the family history is significant.  |
| Substance use/abuse                              | This topic may be included with psychiatric history or written as a separate section if the substance use or treatment history is significant.  |
| Symptoms   | Detailed descriptions of current symptoms, history, life impacts, attempted and effective medications and strategies for management, presence of any behavioral health advanced directives, preferences pertaining to providers and continuity of care.   |
| Unique personal characteristics, skills, talents | Description of important activities, hobbies, areas of interest, cultural and socialization needs, activities that may facilitate maintenance or recovery of skills, employment history, and current status.  |

| <b>Information</b>   | <b>Description</b>  |
|--|---|
| Specific limitations and needs   | Description of assistive devices utilized or needed, specific support needs related to ADLs and IADLs, and any identified areas of need or targets for maintenance or recovery of abilities and areas where supervision or support is needed.   |
| Summary Outcome  | Indicate whether an individual is approved or not for LOC, short term LOC and whether the determination is the result of a Reconsideration or Appeal.   |
| Denials must be reviewed by MD   | Indicate the reasons for any denial of LOC and provide the name of the psychiatrist who reviewed and approved the denial.   |
| Decision Portability   | Indicate whether a facility specific determination has been made and whether a new PASRR will be needed before any transfer can occur.  |
| Rationale for Placement Decision   | This written summary includes specific individualized information regarding the reasons for approval or denial of LOC, kinds of support and assistance the individual will need if/when placed in a NF including information about health, mobility, ADL, IADL, behavioral health and other disability specific needs, goals, and strategies. |
| Date of Final Determination  | List the date of the final determination.   |
| Final Summary and Determinations by  | List the name of clinician who finalized the Summary of Findings report.  |
| PASRR Identified Services and Supports                                     | This section will appear at the back of the Summary of Findings and will identify separate sections for identification of all of the SS, RS, and CPS, along with a rationale for each service. Only those SS, RS, and CPS identified for the named individual will appear in this final area of the Summary of Findings.                      |
| PASRR Identified Specialized Services                                      | List applicable Specialized Services identified for the individual.   |
| PASRR Identified Rehabilitative Services                                   | List applicable Rehabilitative Services identified for the individual.  |
| Community Placement Supports Statement                                     | Prior to the section that identifies all CPS that the individual will need in order to transition successfully to a lower level of care, there is a standard statement that informs the reader of which circumstances will dictate whether the NF must care plan for the inclusion of CPS in the care plan of the individual.                 |
| Community Placement Supports to Enhance Community Transition and Placement | This is a section where all CPS that an individual will need in order to transition successfully to a lower level of care will be indicated.  |
| Environmental Management   | This is a subset of the CPS section where the SOF will indicate service needs around health care, housecleaning, chore assistance, yardwork, finances, laundry, or other areas.   |
| Access to Community Resources  | This is a subset of the CPS section where the SOF will indicate service needs around transportation, shopping, meal preparation, home care, support from family, friends, or neighbors.   |
| Behavioral Health Supports   | This is a subset of the CPS section where the SOF will indicate behavioral health service needs that are expected to exist if/when the individual transitions to a lower level of care.   |

**1.3.1.10 Links to Payment and Quality Assurance Activities.**

The Contractor shall be responsible for Links to Payment and quality assurance activities to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain and utilize the system established in Section 1.3.1.2, System Requirements.
- b. Provide the Agency specific data, which the Agency will use to populate into the CAR form, via a real-time web service application program interface using a secure file transfer process. See Attachment I for the file layout specification.
- c. Utilize the PASRR dates, as well as admission, transfer and discharge data entered by the NFs to track, identify, and monitor PASRR compliance and the location of all NF residents in all NFs throughout the state.
- d. Implement a quality assurance program to confirm that NF(s) are in compliance with all aspects of the PASRR process. Collect data pertaining to any non-compliance discovered and report all data pertaining to compliance to the Agency on a monthly basis using the applicable reports listed in Section 1.3.1.14, Reports or more frequently as requested by the Agency.
- e. Conduct quality reviews on 2% of all negative Level I screenings in order to monitor that the process is correctly making this automated decision.
- f. Report on the results of Level I quality reviews by reporting the findings to the Agency in each calendar quarter using the Quarterly Quality and Activity Report. See Section 1.3.1.14, Reports.

**1.3.1.11 Specialized Services Monitoring Process.**

The Contractor shall be responsible for specialized services monitoring process to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Maintain and utilize the system established in Section 1.3.1.2, System Requirements.
- b. Utilize a specialized services monitoring process that triggers a review for 100% of individuals for whom SS are identified in their PASRR. The Contractor shall initiate this review 21 to 45 days after the Level II has been completed on individuals that have SS identified in their PASRR.
- c. Offer a second full review when full compliance is not achieved upon completion of a first review.
- d. Send NFs an electronic notification when their PASRR compliant care plans are due, and permit NFs to upload their care plans and other documents.
- e. Conduct a thorough review, provide in-depth technical assistance to the NF, review care planning and service delivery, resolve questions about where and how to find appropriate services, address how to document delivery of these within the NF care plan, and report outcomes to the NF and the Agency.
- f. Initiate electronic letters to the NF outlining the outcome of first, second, and any subsequent specialized services reviews are generated electronically to the NF at the conclusion of each phase of the review process.
- g. Review and approve or deny the use of alternative providers of SS, when requested via the care plan developed by a NF.
- h. Maintain a list of each PASRR resident by NF including details of SS, Rehabilitative Services and CPS. The Contractor shall make the list available to the Agency upon request.
- i. Report to the Agency any situations where full compliance with PASRR care planning and service delivery criteria are not achieved after two reviews and technical assistance.



**1.3.1.12 Data Process for the MCOs.**

The Contractor shall be responsible for collaboration with the Agency or Agency's designee to facilitate the exchange of data to the MCOs. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Collaborate with the Agency or Agency's designee in a process that involves matching PASRR information to Medicaid member/MCO data.
- b. Receive a data file from the Agency or Agency's designee on a monthly basis, using a secure file transfer process that provides a tilde delimited text file formatted based on the Attachment J file layout specification.
- c. Perform a data match that compares the Agency file to the PASRR database and returns the matched data to the Agency or Agency's designee, using a secure file transfer process that provides a tilde delimited text file formatted based on the Attachment K file layout specification.

**1.3.1.13 Reconsideration and Appeal Processes.**

The Contractor shall be responsible for the Reconsideration and Appeal processes to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Perform Reconsiderations in accordance with Iowa policy upon request by an individual who may access the Reconsideration process within ten days following the PASRR determination.
- b. Complete the Reconsideration determination within an average of five calendar days from receipt of a verified request for Reconsideration with all information necessary to complete the Reconsideration.
- c. Participate in all aspects of preparation for appeals including downloading documents from Agency Appeals System, responding within specified timeframes, timely preparation of appeal summaries, participate in pre-hearing teleconferences or meetings as needed, providing expert testimony from appropriate staff.
- d. Attend and represent the PASRR process and the Agency in hearings as requested or required by the Agency in accordance with timeframes specified by the Agency.
- e. Require staff with involvement in the determination under appeal to testify if it is determined by the Agency that their testimony is needed.
- f. Provide training to the required staff to prepare them to give testimony in a professional manner using guidelines for appropriate testimony.

**1.3.1.14 Reports.**

The Contractor shall be responsible for reporting to facilitate the State of Iowa's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall:

- a. Collaborate with the Agency during Implementation Phase to finalize the reporting style and detail.
- b. Provide on-demand reports as requested by the Agency.
- c. Provide the following reports:

| Title                  | Due Date   | Report Description   |
|------------------------|--|--|
| Annual Activity Report | Due to the Agency with the monthly invoice on the 15th day of the month following the end of the year. | This narrative report includes annual information including the status of PASRR Level I screenings and Level II evaluations completed and average annual turnaround times. This report does not include any client level data so that it can be shared publicly. |

| Title   | Due Date  | Report Description   |
|---|---|--|
| Brain Injury/Intellectual Disability Report for MFP | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | Provide information on individuals identified in a month who may be able to participate in Iowa's Money Follows the Person program.  |
| Level I and Level II Detail Monthly Report          | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | This will include monthly details on all individuals with Level I and Level II outcomes.   |
| Level I QA Detail Report                            | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | Report on the 2% of Level I screens monitored in the month and outcome information   |
| Links to Payment, Resident Tracking Report          | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | This will include all NF admissions, transfers, discharges, LOC and payment source changes submitted each month, and may include a report on any NFs that appear not to be entering all information for their residents in a timely manner.  |
| Monthly Activity Report                             | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | This narrative report describes all monthly activities including the number of PASRR Level I screenings completed, number of Categorical Determinations completed, number of Level II evaluations completed, average monthly turnaround times, system outages, calculation of monthly system availability and a list of all positions hired or subcontracted during the month. This report does not include any client level data so that it can be shared publicly. |
| Nursing Facility Compliance Report                  | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported. | This will include all issues where any type of non-compliance has been identified: PAS, RR/SC, care planning, service delivery, gaps between periods of approval of PASRR and LOC, or any others that may be identified.   |

| Title                                     | Due Date   | Report Description  |
|---|--|---|
| Quarterly Quality and Activity Report     | Quarterly for periods ending September, December, March, and June. Due to the Agency with the monthly invoice on the 15th day of the month following the end of the quarter. | This narrative report addresses all quality related activities for each quarter, provider training and communication, Appeals, Reconsiderations and quality complaints information. It also describes the status of PASRR Level I screenings and Level II evaluations completed and average quarterly turnaround times. This report does not include any client level data so that it can be shared publicly. |
| Specialized Services Review Detail Report | Quarterly for periods ending September, December, March, and June. Due to the Agency with the monthly invoice on the 15th day of the month following the end of the quarter. | This report will include details on all individual reviews of NF care plans and delivery of SS, RS, and CPS, compliance issues, and outcomes. It will also include the number of reviews started, cancelled, in-progress and completed and any other identified elements requested by the Agency.   |
| Specialized Services Review Report        | Due to the Agency with the monthly invoice on the 15th day of the month following the month being reported.  | This report will include aggregate data elements related to the review of NF care plans and delivery of SS, RS, and CPS, compliance issues, and outcomes.   |

#### 1.4 Performance Measures.

The Contractor shall meet or exceed the following performance measures:

##### In relation to Scope of Work Section 1.3.1.1

- a. Notify the Agency in writing of any key staff resignations, and within one (1) business day after initial knowledge of the change 100% of the time.
- b. Provide a successful roll-out of the Iowa PASRR process on July 1, 2017.
- c. Participate in the required conference calls 100% of the time.
- d. The positions hired or subcontracted will demonstrate adequate staffing 90% of the time as measured on a monthly basis.
- e. Provide timely submission of the final implementation plan within 15 days after the Contract start date.
- f. Follow the timeline identified in the implementation plan 100% of the time, unless prior Agency approval is given for deviation from the implementation plan.

##### In relation to Scope of Work Section 1.3.1.2

- g. Maintain system availability 24 hours per day, 365 days per year 99% of the time.
- h. The Contractor shall provide timely submission of the final disaster recovery and business continuity plan within 15 days after the Contract start date.
- i. If circumstances necessitate the implementation of the disaster recovery and business continuity plan, the Contractor shall follow the plan 100% of the time, unless prior Agency approval is given for deviation from the plan.

**In relation to Scope of Work Section 1.3.1.3**

- j. Provide drafts of the comprehensive library of training materials and comprehensive Iowa PASRR provider manual to the Agency during the Implementation Phase by the due date identified in the implementation plan and incorporate Agency feedback into the final versions of the documents.
- k. Provide drafts of the proposed survey document(s) to the Agency during the Implementation Phase by the due date identified in the implementation plan and incorporate Agency feedback into the final versions of the survey document(s).
- l. Maintain a 70% satisfaction percentage based on evaluations, which will be completed by the trainees at the completion of each training event.

**In relation to Scope of Work Section 1.3.1.4**

- m. Hire or subcontract Iowa PASRR staff who have excellent skills and meet the required qualifications for the various Iowa PASRR positions 100% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.5**

- n. Schedule the Iowa helpdesk business hours so the helpdesk is open to conduct business 248 days per year 100% of the time.
- o. Respond and work collaboratively with the Agency to resolve 100 % of the website issues identified through Agency monitoring.
- p. Maintain a four (4) business hours turnaround time on helpdesk calls and emails 99% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.6**

- q. Maintain an eight (8) business hour turnaround time on all Level I screenings requiring a clinical review 95% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.7**

- r. Maintain an eight (8) business hour turnaround time on all Categorical Determinations and exemptions 95% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.8**

- s. Complete the Level II evaluation, the LOC determination process, and issue the notice of Summary of Findings within 120 hours from Level I submission time-stamp 75% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.9**

- t. During the Implementation Phase work collaboratively with the Agency to develop and test the notices and incorporate Agency feedback into the final notice template providing all required information 100% of the time.

**In relation to Scope of Work Section 1.3.1.10**

- u. Conduct quality reviews on 2% of all negative Level I screening and show they were completed accurately 99% of the time as measured on a quarterly basis.

**In relation to Scope of Work Section 1.3.1.11**

- v. Maintain a review schedule where initial reviews are started between 21 to 45 days after the Level II has been completed 99% of the time as measured on a monthly basis.

**In relation to Scope of Work Section 1.3.1.13**

- w. Complete all Reconsiderations within five calendar days (120 hours) after receipt of a legitimate request for Reconsideration 95% of the time as measured on a quarterly basis.

**In relation to Scope of Work Section 1.3.1.14**

- x. Reports will be submitted by the required due dates 100 % of the time.

**1.5 Agency Monitoring Activities.**

The Agency Contract Manager and/or other Agency Representative(s) will:

**In relation to all Scope of Work Sections**

- a. Review the reports identified in Section 1.3.1.14 and system data for statistics and turnaround times.

**In relation to Scope of Work Section 1.3.1.1**

- b. Attend conference calls with the Contractor to discuss PASRR related topics.
- c. Monitor the positions hired or subcontracted reporting and review for adequate staffing.
- d. Review the draft implementation plan and provide timely edits to the Contractor if applicable.
- e. Review the final implementation plan and give approval of the plan.
- f. Monitor for adherence to the implementation plan timeline.

**In relation to Scope of Work Section 1.3.1.2**

- g. Review the system outages monthly report.
- h. Review the draft disaster recovery and business continuity plan and provide timely edits to the Contractor if applicable.
- i. Review the final disaster recovery and business continuity plan and give approval of the plan.

**In relation to Scope of Work Section 1.3.1.3**

- j. Review the Contractor's proposed comprehensive library of training materials and comprehensive Iowa PASRR provider manual, provide feedback, and approve the documents after the Agency feedback has been incorporated.
- k. Review the Contractor's proposed survey document(s), provide feedback, and approve the survey document after the Agency feedback has been incorporated.
- l. Attend a random sample of the training events.

**In relation to Scope of Work Section 1.3.1.4**

- m. Attend a random sample of the training events and provide suggestions for improvements to future training.
- n. Review the credentials provided by the Contractor for Iowa-based Level II evaluators to confirm the individuals selected meet the qualifications required for the positions.

**In relation to Scope of Work Section 1.3.1.5**

- o. Monitor the PASRR website to review for compliance with the website related deliverables in Section 1.3.1.2 and 1.3.1.5 and provide feedback to the Contractor on any issues that need correction.

**In relation to Scope of Work Section 1.3.1.14**

- p. Monitor for timely submission of the reports.

**1.6 Contract Payment Methodology.**

The Contractor will be paid a fixed annual amount in accordance with the pricing set forth in the Cost Proposal, in equal monthly installments starting in July 2017. The Contractor may invoice up to ninety percent (90%) of the monthly amount. The Invoice shall be submitted at the same time as the monthly reports identified in Section 1.3.1.14, Reports for the same period. The remaining ten percent (10%) may be invoiced separately within 30-days of the Contract year end and will be paid if the Agency has confirmed that all Deliverables and performance measures were met satisfactorily within the Contract year.

**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:

Suzanne Fross  
1305 E Walnut Street, 5th Floor  
Des Moines, IA 50319  
Phone: 515-725-2235  
sfross@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. The Issuing Officer will respond only to questions regarding the procurement process.

**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.**

Informational Letter 1482 is located at:

[https://dhs.iowa.gov/sites/default/files/1482\\_PreadmissionScreeningandResidentReviewUpdates.pdf](https://dhs.iowa.gov/sites/default/files/1482_PreadmissionScreeningandResidentReviewUpdates.pdf)

The Money Follows the Person web page is located at:

<https://dhs.iowa.gov/ime/members/medicaid-a-to-z/mfp>

The PASRR Technical Assistance Center’s web page is at:

<http://www.pasrrassist.org/>

The 2015 PASRR National Report is located at:

[http://pasrrassist.org/sites/default/files/attachments/PASRR\\_National\\_Report\\_2015.pdf](http://pasrrassist.org/sites/default/files/attachments/PASRR_National_Report_2015.pdf)

The PACE web page is at:

<http://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/pace>

### ***2.5 Intent to Bid.***

The Agency requests that bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

### ***2.6 Reserved. (Bidders' Conference)***

### ***2.7 Questions, Requests for Clarification, and Suggested Changes.***

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

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

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

### ***2.8 Submission of Bid Proposal.***

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. 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. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

### ***2.9 Amendment to the RFP and Bid Proposal.***

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If the 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.

If the bidder amends their Bid Proposal, the amendment shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section. The amendment must also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

**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 to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

**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 enter into a contract.

**2.13 *Review of Bid Proposals.***

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

**2.13.1 *Mandatory Requirements.***

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

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

**2.13.2 *Reasons Proposals May be Disqualified.***

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

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);



- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

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.

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 § 22.8.

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

**2.21 Copyrights.**

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

**2.22 Release of Claims.**

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

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

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

**2.25 Acceptance Period.**

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

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

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

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Human Services  
Hoover State Office Building, 1<sup>st</sup> Floor  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
email: [jwetlau@dhs.state.ia.us](mailto:jwetlau@dhs.state.ia.us)

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

**2.27 Definition of Contract.**

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

**2.28 Choice of Law and Forum.**

This RFP and the resulting contract are to be 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   |
|---|--|
| <b>Paper Size</b>                         | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.   |
| <b>Font</b>                               | 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.   |
|   | Reserved. (Page Limits)  |
| <b>Pagination</b>                         | All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).   |
| <b>Bid Proposal General Composition</b>   | <ul style="list-style-type: none"> <li>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</li> </ul>  |
| <b>Envelope Contents and Labeling</b>     | <ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals.</li> <li>• The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.</li> </ul>  |
| <b>Number of Hard Copies</b>              | Submit one (1) original hard copy of the Proposal and 5 identical copies of the original. The original hard copy must contain original signatures.   |
| <b>CD-ROM/USB Flash Drive</b>             | <ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB flash drives. The CD-ROM or USB flash drives must be placed in the envelope with the original Bid Proposal.</li> <li>• The Technical Proposal must be saved in less than five files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. In addition, Proposals may also be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.</li> </ul> |
| <b>Request for Confidential Treatment</b> | <p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The bidder shall submit one (1) complete paper copy of the Bid Proposal from which</li> </ul>  |

| Subject                                    | Specifications   |
|--|--|
|  | <p>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.</p> <ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.</li> </ul> |
| <b>Exceptions to RFP/Contract Language</b> | <p>If the bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of the Agency would be served.</p>   |

### ***3.2 Contents and Organization of Technical Proposal.***

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

#### **3.2.1 Information to Include Behind Tab 1:**

##### **Transmittal Letter.**

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

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

The Bid Proposal must contain a table of contents.

#### **3.2.3 Information to Include Behind Tab 3: RFP Forms.**

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

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

#### **3.2.4 Information to Include Behind Tab 4: Bidder’s Approach to Meeting Deliverables.**

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3 (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide

sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

**Note:**

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

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

**3.2.4.1** Bidders shall provide a list of the anticipated database fields that will be used in the PASRR system as required in Section 1.3.1.2(c), System Requirements. In addition, bidders shall provide a schematic that documents the database and a written summary that provides a non-technical summary of the schematic. Bidders should put this material behind a tab labeled 4A.

**3.2.4.2** Bidders shall address the extent to which their Level I software algorithm will utilize the five fundamental design principles identified in the PTAC 2015 PASRR National Report, including Sensitivity, Specificity, Usability, Accuracy, and Informativeness, to produce no or very few false negatives. See Section 2.4, Online Resources for a link to this report. In addition, bidders shall describe the steps the software will undertake to make automated negative Level I outcomes. Bidders should put this material behind a tab labeled 4B.

**3.2.4.3** Bidders shall submit a draft implementation plan identified in the Scope of Work, Section 1.3.1.1(l). Bidders should put this material behind a tab labeled 4C.

**3.2.4.4** Bidders shall submit a draft disaster recovery and business continuity plan identified in the Scope of Work, Section 1.3.1.2(x). Bidders should put this material behind a tab labeled 4D.

**3.2.5 Information to Include Behind Tab 5: Bidder's Background.**

The bidder shall provide the information set forth in this section regarding its experience and background.

**3.2.5.1 Experience.**

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

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

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

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work;
- E. Start and end dates of contract for services as originally entered into between the parties;
- F. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- G. Contract value;

- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder that were valued at or above \$500,000. Include the estimated cost assessed against the bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the bidder has been a party; and
- K. Contact information for the client's project manager including address, telephone number, and electronic mail address.

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

**3.2.5.1.4** Letters of reference from three (3) of the bidder's previous clients knowledgeable of the bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

**3.2.5.1.5** Description of experience managing subcontractors, if the bidder proposes to use subcontractors.

### **3.2.5.2 Personnel.**

The bidder shall provide the following information regarding personnel:

#### **3.2.5.2.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

#### **3.2.5.2.2 Names and Credentials of Key Corporate Personnel.**

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

#### **3.2.5.2.3 Information About Project Manager and Key Project Personnel.**

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

### **3.2.5.3 Reserved. (Financial Statements)**

**3.3 Cost Proposal.**

**Content and Format.**

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

The Cost Proposal shall be submitted using the Cost Proposal form in Attachment F of this RFP Bidders shall include all costs to complete the Scope of Work, Section 1.3. The Grand Total from this form will be used to score the Cost Proposal Pricing.

**Section 4 Evaluation Of Bid Proposals**

**4.1 Introduction.**

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

**4.2 Evaluation Committee.**

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

**4.3 Proposal Scoring and Evaluation Criteria.**

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

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



| <b>Technical Proposal Components</b>  | <b>Weight</b> | <b>Score (0-4)</b> | <b>Potential Maximum Points</b> |
|---|---------------|--------------------|---------------------------------|
| GENERAL OBLIGATIONS (Section 1.3.1.1)   | 15            | -----              | 60                              |
| IMPLEMENTATION PHASE (Sections 1.3.1.2 through 1.3.1.4)   | 45            | -----              | 180                             |
| OPERATIONS PHASE (Sections 1.3.1.5 through 1.3.1.14)  | 140           | -----              | 560                             |
| List of the anticipated database fields, schematic and written summary (Section 3.2.4.1)  | 15            | -----              | 60                              |
| Written summary on the extent to which the bidder's Level I software algorithm will utilize the five fundamental design principles and description of the steps the software undertakes (Section 3.2.4.2) | 15            | -----              | 60                              |
| Draft implementation plan (Section 3.2.4.3)   | 15            | -----              | 60                              |
| Draft disaster recovery and business continuity plan (Section 3.2.4.4)  | 15            | -----              | 60                              |
| Experience (Section 3.2.5.1 and Section 3.2.1 Transmittal Letter)   | 20            | -----              | 80                              |
| Personnel (Section 3.2.5.2)   | 10            | -----              | 40                              |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 340.**

**Total Points Possible for Technical and Cost Proposals: 1,500**

***4.4 Recommendation of the Evaluation Committee.***

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

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 3 of the Bid Proposal.)*

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

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

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment B: Primary Bidder Detail & Certification Form**

*(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”).*

| Primary Contact Information (individual who can address issues re: this Bid Proposal) |  |
|---|--|
| Name:   |  |
| Address:  |  |
| Tel:  |  |
| Fax:  |  |
| E-mail:   |  |

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

| Request for Confidential Treatment (See Section 3.1) |                                     |                         |
|--|-------------------------------------|-------------------------|
| Location in Bid (Tab/Page)                           | Statutory Basis for Confidentiality | Description/Explanation |
|  |                                     |                         |

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

**PRIMARY BIDDER CERTIFICATIONS**

**1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency.
- 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal; and,
- 1.5 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.

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

- 2.1 Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
- 2.4 Bidder certifies it is either a) 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 b) 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 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>.

**3. EXECUTION.**

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

|                            |  |
|----------------------------|--|
| <b>Signature:</b>          |  |
| <b>Printed Name/Title:</b> |  |
| <b>Date:</b>               |  |

**Attachment C: Subcontractor Disclosure Form**

*(Return this completed form behind Tab 3 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.)*

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

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

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; and,
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.

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.

|                                     |  |
|-------------------------------------|--|
| <b>Signature for Subcontractor:</b> |  |
| <b>Printed Name/Title:</b>          |  |
| <b>Date:</b>                        |  |

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

**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.

**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.

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

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

### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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.

### **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

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

## NON-DISCRIMINATION

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

**Attachment E: Certification and Disclosure Regarding Lobbying**

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

**Instructions:**

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

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.

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.

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

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

|                            |  |
|----------------------------|--|
| <b>Signature:</b>          |  |
| <b>Printed Name/Title:</b> |  |
| <b>Date:</b>               |  |

**Attachments Specific To This RFP**

**Attachment F Cost Proposal**

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**COST PROPOSAL FORM**

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**NOTE:**

- **This form must be completed and returned with the Bid Proposal. This form may not be marked confidential in whole or in part.**
- **Any implementation costs must be included in the Base Contract Year or in an Extension year(s).**
- **Enter a firm fixed price in the Base Contract Year column through the Extension 5 column.**
- **Sum the six (6) columns and enter the total in the Grand Total line.**

| Implementation Phase   | Base Contract Year     | Extension 1            | Extension 2            | Extension 3            | Extension 4            | Extension 5            |
|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 5/1/17 through 6/30/17 | 7/1/17 through 6/30/18 | 7/1/18 through 6/30/19 | 7/1/19 through 6/30/20 | 7/1/20 through 6/30/21 | 7/1/21 through 6/30/22 | 7/1/22 through 4/30/23 |
|                        |                        |                        |                        |                        |                        |                        |

|                    |  |
|--------------------|--|
| <b>Grand Total</b> |  |
|--------------------|--|

**Index of RFP Attachments**

The remaining attachments to this RFP are available on the Bid Opportunities website.

Attachment G: 470-5386 - PASRR CAR

Attachment H: Vendor questionnaire

Attachment I: Links to Payment file layout specification

Attachment J: Initial MCO file layout specification

Attachment K: Returned MCO file layout specification

**Attachment: Sample Contract**

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
|--|--|
| <b>RFP #</b>                                       | <b>Contract #</b>                                  |
| MHDS 17-038  | <i>{To be completed when contract is drafted.}</i> |
| <b>Title of Contract</b>                           |  |
| <i>{To be completed when contract is drafted.}</i> |  |

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

|   |  |
|---|--|
| <b>Agency of the State (hereafter “Agency”)</b> |  |
| Iowa Department of Human Services               |  |
| <b>Contractor: (hereafter “Contractor”)</b>     |  |
|   |  |

|  |   |
|--|---|
| <b>Contract Information</b>  |   |
| <b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>  | <b>End Date of Base Term of Contract:</b><br><b>End Date of Contract:</b><br><i>{To be completed when contract is drafted.}</i> |
| <b>Possible Extension(s):</b>  |   |
| <b>Contractor a Business Associate?</b> Yes  | <b>Contractor subject to Iowa Code Chapter 8F?</b> No   |
| <b>Contract Include Sharing SSA Data?</b> No   | <b>Contractor a Qualified Service Organization?</b> Yes   |
| <b>Contract Warranty Period (hereafter “Warranty Period”):</b><br>The term of this Contract, including any extensions. | <b>Contract Contingent on Approval of Another Agency:</b><br>No   |

|  |  |
|--|--|
| <b>Contract Payments include Federal Funds?</b> Yes  |  |
| <b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient or vendor <i>{To be completed when contract is drafted.}</i> |  |
| <b>DUNS#:</b> <i>{To be completed when contract is drafted.}</i>   |  |
| <b>Office of Child Support Enforcement (“OCSE”) Funded Percentage:</b> <i>{To be completed when contract is drafted if applicable.}</i>                  |  |
| <b>The Name of the Pass-Through Entity:</b> <i>{To be completed when contract is drafted.}</i>   |  |
| <b>CFDA #:</b> <i>{To be completed when contract is drafted.}</i>  |  |
| <b>Grant Name:</b> <i>{To be completed when contract is drafted.}</i>  |  |
| <b>Federal Awarding Agency Name:</b> <i>{To be completed when contract is drafted.}</i>  |  |

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.



## 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, Performance Measures, and Monitoring Activities.**

The Contractor shall provide the following:

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

#### **1.3.2 Monitoring, Review, and Problem Reporting.**

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

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

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

**1.3.2.3 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.

**1.3.2.4 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.

**1.3.3 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.3.2 Payment Methodology.**

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

**1.3.3.3 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.

**1.3.3.4 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 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

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

[http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears. 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.

**1.3.3.6 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 Aggregate                      | \$2 Million |
|   | Product/Completed Operations Aggregate | \$1 Million |
|   | Personal Injury                        | \$1 Million |
|   | Each Occurrence                        | \$1 Million |
| Automobile Liability (including any auto, hired autos,                          | Combined Single Limit                  | \$1 Million |

|  |                         |                         |
|--|-------------------------|-------------------------|
| and non-owned autos)                         |                         |                         |
| Excess Liability, Umbrella Form              | Each Occurrence         | \$1 Million             |
|  | Aggregate               | \$1 Million             |
| Workers' Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage                              | Each Occurrence         | \$1 Million             |
|  | Aggregate               | \$1 Million             |
| Professional Liability                       | Each Occurrence         | \$2 Million             |
|  | Aggregate               | \$2 Million             |

**1.5 Business Associate Agreement.** The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

**1.6 Qualified Service Organization.** The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

## SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

**2.1 Definitions.** Definitions in this section correspond with capitalized terms in the Contract.

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the

Solicitation, if this Contract arises out of a competitive process.

**“Business Days”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is

independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

**“Deliverables”** means all of the services, goods, products, work, work product, data, 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 this Contract. This includes data that is collected on behalf of the Agency.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Force Majeure”** means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the

Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

**“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 acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**2.2 Duration of Contract.** The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least

sixty (60) days prior to the expiration of the initial term or renewal term.

**2.3 Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

#### **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3 Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

#### **2.5 Termination.**

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or

correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4 Other remedies.** The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State's Payment**

**Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in

accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees;

**2.5.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor's Contract Close-Out Duties.**

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

**2.5.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.**

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Reserved. (Change Order Procedure)**

**2.7 Indemnification.**

**2.7.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.7.1.1** Any breach of this Contract;

**2.7.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.7.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**2.8 Insurance.**

**2.8.1 Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and



effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

**2.8.1.1** Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

**2.8.1.2** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.8.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.8.2 Types and Amounts of Insurance Required.**

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**2.8.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance

certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

**2.9 Ownership and Security of Agency Information.**

**2.9.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

**2.9.2 Foreign Hosting and Storage Prohibited.**

Agency Information shall be hosted and/or stored within the continental United States only.

**2.9.3 Access to Agency Information that is Confidential Information.**

The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.9.4 No Use or Disclosure of Confidential Information.**

Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.9.5 Contractor Breach Notification Obligations.**

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the

event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.9.6 Compliance of Contractor Personnel.** The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

**2.9.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.9.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all

production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.9.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

**2.9.10 Contractors that are Business Associates.** If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

## **2.10 Intellectual Property.**

**2.10.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights,

patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.10.2 Waiver.** To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

**2.10.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, *Intellectual Property*.

**2.10.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of

this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

### **2.11 Warranties.**

#### **2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

#### **2.11.2 Contractor represents and warrants that:**

**2.11.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.11.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

**2.11.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

#### **2.11.3 The Contractor represents and warrants that:**

**2.11.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.11.4 The Contractor represents and warrants that the Deliverables shall:**

**2.11.4.1** Be free from material Deficiencies; and

**2.11.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section.

During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.11.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services

as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.11.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.11.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

**2.12 Acceptance of Deliverables.**

**2.12.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.12.2. Reserved. (Acceptance of Software Deliverables)**

**2.12.3 Notice of Acceptance and Future Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

**2.13 Contract Administration.**

**2.13.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.13.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.13.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor’s Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.13.4 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.13.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.13.4.2** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

**2.13.4.3** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.13.4.4** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.13.4.5** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves

certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**2.13.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.13.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.13.7 Amendments.** This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.13.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.13.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the

subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.13.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.13.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.13.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.13.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.13.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.13.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has

the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.13.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.13.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.13.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.13.19 Notice.** With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.13.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or

priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.13.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.13.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.13.23 Authorization.** The Contractor represents and warrants that:

**2.13.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.13.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract, and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.13.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.13.25 Records Retention and Access.**

**2.13.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General

of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMB Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.13.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.13.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.13.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.13.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.13.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period



consistent with that established by Iowa Code § 614.1(9).

**2.13.26 Audits.** Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.27 Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.13.28 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or

accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.13.29 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.13.30 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

**2.13.31 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.13.32 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect

thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.13.33 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.13.34 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.13.35 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of

such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.36 Reporting Requirements.** If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

**2.13.37 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**2.13.38 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.13.39 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.13.40 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.13.41 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

**2.14 Contract Certifications.** The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

**2.14.1 Certification of Compliance with Pro-Children Act of 1994.** The Contractor 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 Deliverables 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 Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor 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 \$1,000.00 per day.

**2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

By signing this Contract, the Contractor is providing the certification set out below:

**2.14.2.1** 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 Contractor 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.

**2.14.2.2** The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

**2.14.2.3** 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. Contact the Agency for assistance in obtaining a copy of those regulations.

**2.14.2.4** The Contractor agrees by signing this Contract 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.

**2.14.2.5** The Contractor further agrees by signing this Contract 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.

**2.14.2.6** 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.

**2.14.2.7** 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.

**2.14.2.8** Except for transactions authorized under Section 2.14.2.4 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.

**2.14.2.9** The Contractor certifies, by signing this Contract, 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.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

**2.14.3 Restriction on Lobbying.**

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

**2.14.3.1** The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, 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.

**2.14.3.2** The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor 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 Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**2.14.3.3** The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**2.14.3.4** The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

**2.14.4 Certification Regarding Drug Free Workplace**

**2.14.4.1 Requirements for Contractors.** Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

**2.14.4.1.1** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

**2.14.4.1.2** Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

**2.14.4.1.3** 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 Subsection 2.14.4.1.1;

**2.14.4.1.4** Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**2.14.4.1.5** Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

**2.14.4.1.6** 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

**2.14.4.1.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.14.4.2 Requirement for Individuals.** If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

**2.14.4.3 Notification Requirement.** The Contractor shall, within thirty (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):

- 2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or
- 2.14.4.3.2** 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.

**2.14.5 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for

private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

- 2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or
- 2.14.5.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict or interest; or
- 2.14.5.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.14.6 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

**2.14.7 Reserved. (Certification Regarding Iowa Code Chapter 8F)**

**2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).**