REQUEST FOR PROPOSAL (RFP)

Civil Money Penalty

Quality Improvement Initiative Grant

MED-25-010

Jeanne Schirmer

Iowa Medicaid
Quality Innovation and Medical

Policy Bureau
1305 East Walnut
Des Moines, IA 50319-0114

Phone: 515-321-7247

jschirm@dhs.state.ia.us

Table of Contents

[Section A RFP Purpose](#_Toc165380609) 4

[Section B Grant Funding 4](#_Toc165380610)

 B.1 Use of Grant Funds 4

 B.2 Grant Award Timeframes 4

 B.3 Allowable Uses for Grant Funds 4

 B.4 Non-Allowable Uses for Grant Funds 5

 B.5 Availability of Grant Funds 7

[Section C Duration of Contract 7](#_Toc165380611)

[Section D Applicant Eligibility Requirements](#_Toc165380612) 8

 D.1 Eligible Applicants 8

 D.2 Applicant Requirements8

[Section E Procurement Timetable8](#_Toc165380613)

[Section 1 Background and Scope of Work 9](#_Toc165380614)

[1.1 Background. 9](#_Toc165380615)

[1.2 RFP General Definitions. 9](#_Toc165380616)

 1.3 Scope of Work Deliverables, Performance Measures and Monitoring 10

 1.3.1 Description of the Quality Improvement Initiative 10

 1.3.2 Performance Measures10

 1.3.3 Monitoring Reports11

 1.3.4 Agency Responsibilities11

 1.3.5 Contract Payment Methodology 11

Section 2 Basic Information About the RFP Process 12

 2.1 Issuing Officer 12

[2.2 Restriction on Applicant Communication. 12](#_Toc165380618)

[2.3 Downloading the RFP from the Internet. 12](#_Toc165380620)

[2.4 Online Resources. 12](#_Toc165380621)

 2.5 & 2.6 Reserved 12

 2.7 Questions, Requests for Clarification, and Suggested Changes 12

[2.8 Submission of Application 13](#_Toc165380622)

[2.9 Amendment to the RFP and Application. 13](#_Toc165380623)

[2.10 Withdrawal of Application. 13](#_Toc165380624)

[2.11 Costs of Preparing the Application. 13](#_Toc165380625)

[2.12 Rejection of Applications. 13](#_Toc165380626)

[2.13 Review of Applications. 13](#_Toc165380627)

[2.13.1 Mandatory Requirements](#_Toc165380628) 14

[2.13.2 Reasons Proposals May be Disqualified](#_Toc165380629) 14

[2.14 Application Clarification Process. 14](#_Toc165380630)

[2.15 Verification of Application Contents. 14](#_Toc165380631)

[2.16 Reference Checks. 15](#_Toc165380632)

[2.17 Information from Other Sources. 15](#_Toc165380633)

[2.18 Criminal History and Background Investigation. 15](#_Toc165380634)

[2.19 Disposition of Applications. 15](#_Toc165380635)

[2.20 Public Records and Request for Confidential Treatment. 15](#_Toc165380636)

[2.21 Copyrights. 15](#_Toc165380637)

[2.22 Release of Claims. 16](#_Toc165380638)

[2.23 Reserved. (Presentations) 16](#_Toc165380639)

[2.24 Notice of Intent to Award. 16](#_Toc165380640)

[2.25 Acceptance Period. 16](#_Toc165380641)

[2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision. 16](#_Toc165380642)

[2.27 Definition of Contract. 16](#_Toc165380643)

[2.28 Choice of Law and Forum. 17](#_Toc165380644)

[2.29 Restrictions on Gifts and Activities. 17](#_Toc165380645)

[2.30 Exclusivity. 17](#_Toc165380646)

[2.31 No Minimum Guaranteed. 17](#_Toc165380647)

[2.32 Use of Subcontractors. 17](#_Toc165380648)

 2.33 Applicant Continuing disclosure Requirement 17

Section 3 Application Submission: Format and Content Specifications 17

 3.1 Application Packet 17

 3.2 Budget Template 17

[3.3 Application Formatting. 17](#_Toc165380649)

[Section 4 Evaluation Of Application 18](#_Toc165380650)

[4.1 Introduction. 18](#_Toc165380651)

[4.2 Evaluation Committee. 18](#_Toc165380652)

[4.3 Proposal Scoring and Evaluation Criteria. 18](#_Toc165380653)

 4.4 Evaluation Committee Recommendation 19

Section A RFP Purpose

The Agency is issuing this Request for Proposal (RFP) to solicit proposals for the Civil Money Penalty Quality Improvement Initiative (CMPQII) Grant Program. Grant opportunities are available to various interested stakeholders such as certified long term care facilities, consumer and nursing facility advocacy organizations, professional or State nursing home associations, resident or family councils, State agencies, and private applicants. The grant program's objective is to develop and implement quality improvement Initiatives that directly or indirectly improve the quality of care and/or quality of life for nursing facility residents per 42 CFR 488.433.

Section B Grant Funding

***All CMPQII Grant awards are subject to approval by Centers for Medicare and Medicaid Services (CMS).***

**B.1 Use of Grant Funds**

Civil Money Penalty (CMP) funds returned to the State must be reinvested to support projects or Initiatives that benefit nursing home residents and protect or improve their quality of care or quality of life.

**B.2 Grant Award Timeframes**

The Agency anticipates executing multiple contracts because of this RFP. Each contract will have a one-year contract term beginning upon notification of CMS approval and execution of the contract between the Agency and the Applicant. The contract term will be based on the Applicant’s project proposal. Contracts based on multiple year proposals will have a one-year contract term with the ability to extend up to two optional years.

**B.3 Allowable Uses for Grant Funds**

B.3.1 Resident or Family Councils: CMP funds may be used for projects by not-for-profit resident advocacy organizations that:

* Assist in the development of new independent family councils;
* Assist resident and family councils in effective advocacy on their family member’s behalf;
* Develop materials and training sessions for resident and family councils on state implementation of new federal or state legislation.

B.3.2 Consumer Information: CMP funds may be used to develop and disseminate information that is directly useful to nursing home residents and their families in becoming knowledgeable about their rights, nursing home care processes, and other information useful to a resident.

B.3.3 Training to improve quality of care: CMP funds may be considered for training in facility improvement initiatives that are open to multiple nursing homes, including joint training of facility staff and surveyors, technical assistance for facilities implementing quality assurance programs, training for resident and/or family councils, Long Term Care (LTC) ombudsman or advocacy organizations and other activities approved by CMS. Training topics include, but are not limited to: Alzheimer’s Disease and dementia, wound care, patient safety, trauma centered care, pain management, cultural sensitivity, culture change, person-centered care, safe medication management, oral health, non-pharmaceutical solutions and falls education.

B.3.4 Activities to Improve Quality of Life: CMP funds can be used for projects to foster social interaction, movement and minimize loneliness. Projects include, but are not limited to: horticulture/gardening, music therapy, animal therapy including robotic pets, reading and memory interventions, crafting, and activities and games fostering movement and function, group games or technology-assisted games such as Nintendo Wii movement games. NOTE: CMS will NOT fund complex, high-cost technology, such as virtual reality, artificial intelligence or simulation projects.

Refer to CMS Memo QSO-23-23-NH in separate Attachment F for more detail and examples.

**B.4 Non-allowable Uses for Grant Funds**

The following is an excerpt from the CMS Memo QSO-23-23 NH dated September 25, 2023, that describes examples of non-allowable uses of CMP reinvestment funds. This list is all-inclusive according to CMS.

1. Conflict of Interest Prohibitions: CMS will not approve projects for which a conflict of interest exists or the appearance of a conflict of interest.

2. Duplication: States may not use CMP funds to pay entities to perform functions for which they are already paid by State or Federal sources.

3. Capital Improvements: CMP funds may not be used to pay for capital improvements (a durable upgrade, adaptation, or enhancement of a property that increases its value, often involving a structural change or restoration to a nursing home, or building a nursing home, as the value of such capital improvement accrues to a private party (the owner).

4. Nursing Home Services or Supplies: CMP funds may not be used to pay for nursing home services, or supplies that are already the responsibility of the nursing home, such as laundry, linen, food, heat, staffing costs, medical equipment, resident transportation, resident beds, or would duplicate an existing responsibility of the nursing home.

5. Supplementary Funding of Federally Required Services: CMP funds may not be used to recruit or provide Long-Term Care Ombudsman certification training for staff or volunteers or investigate and work to resolve complaints as these are among the responsibilities of Long-Term Care Ombudsman programs under the federal Older Americans Act (OAA), regardless of whether funding is adequate to the purpose.

6. Complex Technology: CMP funds cannot be used to purchase high-dollar, complex, or sophisticated technologies, such as telemedicine, alert systems, virtual reality and artificial intelligence. Please refer to the following list of non-allowed Technology.

|  |  |
| --- | --- |
| **Technology** | **Project Description** |
| Artificial Intelligence Technology | Products that monitor patients remotely and alert assigned nursing teams to possible outcomes. Often used to create efficient nursing teams while increasing patient safety. |
| Interactive/Simulation Game Systems | Systems that create a virtual playground and provide games to foster interaction or a genre of games designed to mimic activities you would see in the real world. |
| Content-Driven Engagement Technology | Uses of technology that create meaningful experiences for older adults by connecting them to the world around them. |
| Virtual Reality (VR) Technology | A computer-generated environment with scenes and objects that appear real or natural immerses the user in their surroundings. The user perceives this environment through a device known as a virtual reality headset or helmet. VR is used to overcome social isolation through the power of positive shared experiences. |
| Telemedicine Equipment/Telehealth Monitoring Devices | Devices used to support Telemedicine or remotely monitor resident conditions. |
| Digital Signage | Electronic signage refers to display technologies like LED walls (or video walls), projection, and LCD monitors to vividly display webpages, videos, directions, restaurant menus, marketing messages, or digital images. |
| Computer Technology That Functions and Interacts as a Companion | Artificial technology that interacts with the resident and can summon help from a pre-programmed list of primary contacts. It can also start up a video call and send text messages. The devices can pick up patterns, learn daily routines, and recall, adding levels of empathy and personalization. |
| Technology Upgrades | Upgrades to outdated technology products to conform to the latest subscription or version updates. |

7. Research: Conducting descriptive, analytical, experimental, or integrative research studies on nursing home residents/staff, often consists of projects where the benefit to nursing home residents is unknown or concentrated on the research entity, or a large portion of the budget does not directly benefit nursing home residents.

8. Quality Innovation Network-Quality Improvement Organization (QIN/QIO) Approved Projects: CMP funds cannot be used to fund activities for which QIN-QIOs are already receiving federal funding to complete.

9. Charging for Nursing Home Employee Salary: An application to implement a training program to improve staff engagement contains a request for funds to pay the salary of the training coordinator, who was an existing employee of the nursing home applicant.

10. Palliative Care Services: CMP funds cannot be used for palliative care services.

11. Dental, Vision, and Hearing Services: CMP funds are not intended to bridge the gap in coverage for services Medicare does not currently provide. Note: Some dental projects may be allowable, such as training.

12. Incentives: CMP funds cannot be used for monetary and non-monetary gifts to motivate or encourage individuals to do something.

13. Overlap with State Functions: CMP funds cannot be used to pay for state salaries and for functions that states are required to perform.

14. Previously Denied CMP Projects: CMP funds cannot be used to reactivate denied projects.

15. Telemedicine Services and Equipment: Telemedicine services and telemedicine equipment.

16. Prohibited Budget Items: CMP funds should not be used to include items or services that are not related to directly improving the quality of life and/or care of nursing home residents. Budget items should not contain excessive costs, items already considered a nursing home responsibility, or services/items being paid for by a state or federal agency.

17. Mental and Behavioral Health Support CMP Applications: CMS has partnered with Substance Abuse and Mental Health Services Administration (SAMHSA) to launch a national Center of Excellence which provides technical support and training to nursing homes to help care for individuals with serious mental illness (SMI) and/or substance abuse disorder (SUD). Nursing homes are encouraged to pursue accessing SAMHSA’s training and technical assistance, as CMS will not accept applications for these topics. Dementia training is excluded.

**B.5 Availability of Grant Funds**

Pursuant to 42 CFR 488.431, ninety percent of the collected civil money penalty funds are returned to the State of Iowa and held in escrow to be used entirely for activities that protect or improve the quality of care or quality of life for nursing home residents.

At the beginning of each calendar year, the Agency sets aside an annual amount from the civil money penalty fund established pursuant to Iowa Code section 249A.57 to be awarded in the form of grants to Eligible Entities for approved Quality Improvement Initiatives. In any calendar year in which sufficient funds are available to support Quality Improvement Initiative grants, the Agency issues a Request for Proposal. There is no entitlement to any funds available for grant awards through this Initiative. The Agency may award grants to the extent funds are available and to the extent that Proposals are approved by CMS. The Iowa CMP fund balance as of January 1, 2024 is $12,434,417.

CMS has set maximum funding amounts for quality improvement projects to ensure the costs are reasonable and that the projects can be available to any nursing home. Maximum amounts are based on the project category selected in the Application:

1. Resident or Family Councils: $5,000 per nursing home (one-time funding)
2. Consumer Information: $5,000 per nursing home (one-time funding)
3. Training to Improve Quality of Care: $5,000 per nursing home (one-time funding)
4. Activity to Improve Quality of Life: $5,000 per nursing home (one-time funding)

The entity or nursing home that requests CMP funding is accountable and responsible for all CMP funds entrusted to it. If a change in ownership occurs after CMP funds are granted or during the course of the project, the project leader shall notify CMS and the Agency within five calendar days. The new ownership shall be disclosed as well as information regarding how the project will be completed. A written letter regarding the change in ownership and its impact on the CMPQII application award will be sent to the CMS branch office and the Agency. If the Agency does not approve of a change in ownership, the Agency may terminate the contract effective immediately without penalty and without advance notice or opportunity to cure for any of the reasons defined in Section 2 General Terms of Service Contracts.

Section C Duration of Contract

Grants may be awarded for short-term Quality Improvement Initiatives for one year and up to three years. The Agency anticipates executing a contract that will have an initial 1-year contract term with the ability to extend the contract for twoadditional one**-**year terms. The Agency has the sole discretion to extend the contract.

Section D Applicant Eligibility Requirements

**D.1 Eligible Applicants**

Grant opportunities are available to various interested stakeholders, such as certified long term care facilities, consumer and nursing facility advocacy organizations, professional or State nursing home associations, resident or family councils, State agencies, and private Applicants.

**D.2 Applicant Requirements**

* Be qualified and capable of carrying out the intended project
* Not have
	+ Any pending enforcement actions that could result in the closure of the facility
	+ Any outstanding sanctions by Iowa Medicaid or CMS
	+ Any outstanding or unresolved Class I Violations
* Submit one application in response to this RFP. There is a maximum of two grants within a five-year period based on the selected project category.
* Applicants previously awarded a CMPQII grant that failed to achieve the intended goals or outcomes are ineligible to apply for a period of five years
* Cannot submit a request for or receive a grant for the same type of Initiative previously awarded
* Applicants must not have a conflict-of-interest relationship with the entity who will benefit from the intended Initiative.
* Applicants must not receive funds from a State or Federal source to perform the same function as the Initiative.
* A nursing facility cannot participate more than one in a project category. Refer to Section B.5

Section E Procurement Timetable

There are no exceptions to any deadlines for the Applicant; however, the Agency reserves the right to change the dates. Times provided are in Central Time. There will be two opportunities to submit project proposals during this state fiscal year. Project proposal start dates must be beyond the CMS approved dates. There will only be one opportunity to submit written questions.

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | 8/1/24 |
| Agency Issues RFP to Bid Opportunities Website | 8/5/24 |
| Applicant Written Questions Due By | 8/9/24 |
| Agency Responses to Questions Issued By | 8/16/24 |
| **Proposal Submission First Round** |  |
| Applicant Proposals and any Amendments to Proposals Due By | 9/9/24 |
| Agency Identifies Selected Projects  | 10/9/24 |
| Agency submits Applicant’s project application to CMS for final approval | 10/16/24 |
| Agency announces Notice of Intent to Award awaiting CMS’ decision | 10/16/24 |
| Agency announces Notice of Intent to Award for CMS approved projects | 12/16/24 |
| Contract Negotiations and Execution of the Contract Completed  | 12/6/24 |
| Anticipated Start Date for the Provision of Services | 1/8/25 |
| **Proposal Submission Second Round** |  |
| Applicant Proposals and any Amendments to Proposals Due by  | 1/24/25 |
| Agency Identifies Selected Projects  | 2/21/25 |
| Agency submits Applicant’s project application to CMS for final approval | 3/3/25 |
| Agency announces Notice of Intent to Award awaiting CMS’ decision | 3/3/25 |
| Agency announces Notice of Intent to Award for CMS approved projects | 5/2/25 |
| Contract Negotiations and Execution of the Contract Completed | 5/16/25 |
| Anticipated Start Date for the Provision of Services | 6/2/25 |

Section 1 Background and Scope of Work

1.1 Background.

Section 1919 of the Social Security Act, 42 CFR 488.433 and Iowa Code section 249A.57 allows the Agency to impose civil money penalties when a long-term care facility is not in substantial compliance with one or more Medicare or Medicaid participation requirements. These penalties may range from $50 to $10,000 per day, depending on the kind of deficiency recorded by the Iowa Department of Inspections, Appeals and Licensure (DIAL). The Centers for Medicare and Medicaid Services (CMS) returns a portion of the CMP funds to the states and permits states to direct collected civil money penalty funds for quality improvement projects that enhance the quality of care and the quality of life for Nursing Facility residents.

The Agency's Civil Money Penalty Quality Improvement Initiative (CMPQII) Grant Program accepts proposals from certified long term care facilities, consumer or state nursing facility advocacy organizations, resident and family councils, professional or state nursing home associations, and private applicants that are interested in promoting quality of care or quality of life for residents of nursing facilities licensed by the Iowa Department of Inspections, Appeals and Licensure (DIAL) and certified as meeting the requirements of participation for Medicaid and Medicare.

1.2 RFP General Definitions.

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

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

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

***“Contractor”*** means the Applicant who enters 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 Applicant (or any agent, contractor or subcontractor of the Applicant) in connection with any contract resulting from this RFP.

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

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

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

"Applicant" or "Facility Applicant" means an entity who submits a response to the RFP.

"Eligible Entities" means Nursing Facilities, state agencies, Nursing Facility advocacy groups, resident and family councils, and other Nursing Facility stakeholder groups as defined in Iowa Administrative Code rule 441-166.1(249A).

"Nursing Facility" or “Nursing Facilities" means a Medicaid-enrolled facility that is defined in Iowa Administrative Code rule 441—81.1(249A) as "facility."

"Qualify Improvement Initiative" or "Initiative" means a project or training in accordance with provisions of 42 CFR 488.433 that directly or indirectly supports and benefits the quality or care and quality of life of Nursing Facility residents as defined in Iowa Administrative Code rule 441—166.1(249A).

***1.3 Scope of Work Deliverables, Performance Measures and Monitoring***

**1.3.1 Description of the Quality Improvement Initiative**
The Applicant shall complete and fully describe each component of the Quality Improvement Initiative as outlined in the Application Packet for the Civil Money Penalty Quality Improvement Initiative. The CMS approval timeframe is unpredictable and the start date as described in the project should reflect a date following the Notice of Intent to Award for CMS Approved projects date in the Procurement Timetable in Section E. Attachments may be used to provide supplemental materials related to the applications such as quotes, brochures, efficacy studies, and/or nursing facility letters of support. Attachments should not be used to describe the applicant’s approach regarding the project components:

1. Background and Capabilities
2. Project Description and Purpose
3. Goals, Objectives, and Outcomes
4. Implementation Plan and Timeline
5. Benefit to Nursing Home Residents
6. Nursing Home and Community Involvement
7. Deliverables and Performance Evaluation
8. Duplication of Effort, Risk, and Sustainability
9. Other Partnering Entities
10. CMP Project Funding (separate required template)

**1.3.2 Performance Measures**
The Applicant shall adhere to their respective Application's goals, objectives, measurement and monitoring, timelines, and itemized budget. Specific performance measures for each Initiative may differ and will be defined in the contract following CMS approval.

General performance measures include, but are not limited to:

* Adherence to the project approved timeline
* Compliance with all deadlines no less than 99% of the time.
* Timely submission of all required reports.

**1.3.3 Monitoring Reports**
The Applicant is expected to monitor the progress of their Initiative. Using the respective templates provided in the RFP, the Applicant shall submit the following reports to the Agency:

|  |  |
| --- | --- |
| **Title of Monitoring Report** | **Due Date based on Individual Contract Date** |
| Baseline Report | Within thirty (30) days of the start of the contract |
| Quarterly Interim Report | By the 30th day following the end of the quarter. |
| Final Report | Within 60 days of completion of the Initiative for each year. |

The Baseline Report shall contain all preliminary metric results for each objective prior to the start of the quality improvement initiative.

The Quarterly Interim Report shall contain updates on all deliverables, performance measures, and funds expended during the reporting period.

The Final Report shall provide evidence of successful completion or progress (multiple year contracts) of the Quality Improvement Initiate and must address the following:

a) Purpose of the grant
b) Expected outcomes of the Initiative
c) Actual outcomes of the Initiative
d) Challenges or risks encountered during the Initiative and how they were addressed,
e) Number of residents and facilities who benefitted from the Initiative,
f) Impact on the resident's quality of care/quality of life,
g) Lessons learned, and

h) Status of the action plan for sustainability if the Initiative will continue beyond the grant funding.

**1.3.4 Agency Responsibilities.**

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 State and CMS approved application.
* Submit project results to CMS on an annual basis.

**1.3.5Contract Payment Methodology.**

The Applicant is obligated to perform all of the responsibilities and meet all of the performance measures of the contract. The Applicant shall submit Invoices for expenses as incurred during the Contract period. The Agency may withhold up to 10% of the invoiced amount to assure the Applicant meets the required Deliverables and Performance measures. In order to claim any withhold amount, the Applicant must show in the quarterly interim report that each measure has been met. No amount shall be withheld when the failure to perform is due solely to another party's action or failure to act, including without limitation, the Agency's action or failure to act. The amount withheld for failure to perform or to meet a performance measure shall be released to the Applicant upon presentation to the Agency of a successful completion of a corrective action plan to correct the performance failure for which the amount was withheld.

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 Applicant. The Issuing Officer for this RFP is:

Jeanne Schirmer

Iowa Medicaid

Bureau of Quality Innovation and Medical Policy

1305 East Walnut
Des Moines, IA 50319-0114

Phone: 515-321-7247

imecmp@dhs.state.ia.us

2.2 Restriction on Applicant Communication.

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

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

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Applicants 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.

General information and other resources related to this RFP are available at the following CMS website: <https://www.cms.gov/medicare/health-safety-standards/quality-safety-oversight-general-information/civil-money-penalty-reinvestment-program> . The Civil Money Penalty Reinvestment Program website includes information such as: Frequently asked questions and details about Allowable and Non-Allowable uses of CMP Funds. **The Agency has a specific form for Iowa applications which is included in separate Attachment A.**

***2.5 Reserved. (Intent to Bid)***

***2.6 Reserved. (Applicants’ Conference)***

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

Applicants may 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. Applicants are not permitted to include assumptions in their Applications. Instead, Applicants 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 email. The Applicant may wish to request confirmation of receipt from the Issuing Officer.

Written responses to Questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the RFP’s 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 Application

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

Applications are to be submitted in accordance with the Application Formatting outlined in the CMPQII
Application. Applicants mailing Applications shall allow ample mail delivery time to ensure timely receipt of their Applications. It is the Applicant’s responsibility to ensure that the Application is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Application by the Agency.

2.9 Amendment to the RFP and Application.

Each Applicant is responsible for ensuring that the Issuing Officer receives the Application and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer.

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

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

2.10 Withdrawal of Application.

The Applicant may withdraw its Application prior to the closing date for receipt of Applications by submitting a written request to withdraw to the Issuing Officer. Email and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Application.

The costs of preparation and delivery of the Application are solely the responsibility of the Applicant.

2.12 Rejection of Applications.

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

2.13 Review of Applications.

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

2.13.1 Mandatory Requirements.

Applicants must meet these mandatory requirements or will be disqualified and not considered for award of a contract: 1) The Issuing Officer must receive the Application, and any amendments thereof, prior to or on the due date and time (See RFP Section E) and 2) The Applicant 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).

2.13.2 Reasons Proposals May be Disqualified.

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

Applicant initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);

Applicant fails to comply with the RFP’s formatting specifications so that the Application cannot be fairly compared to other bids (See RFP Section 3);

Applicant fails, in the Agency’s opinion, to include the content required for the RFP;

Applicant fails to be fully responsive in the Applicant’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 1.3);

Applicant’s response materially changes Scope of Work specifications;

Applicant fails to submit the RFP attachments containing all signatures (See RFP Section 2.13.1);

Applicant marks entire Application confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Budget Template as confidential (See RFP Section 2.20);

Applicant includes assumptions in its Application (See RFP Section 2.7); or

Applicant 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.

Applicant is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content.

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 Applications, is at the sole discretion of the Agency. No Applicant 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 Applicant from full compliance with RFP specifications or other contract requirements if the Applicant enters into a contract.

2.14 Application Clarification Process.

The Agency and/or CMS may request clarifications from Applicants for the purpose of resolving ambiguities or questioning information presented in the Applications. Clarifications may occur throughout the Application 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 Application Contents.

The contents of a Application submitted by a Applicant are subject to verification.

2.16 Reference Checks.

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

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a Applicant, such as the Applicant’s capability and performance under other contracts, and the Applicant’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 Applicant, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Applicant for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Applicant’s staff and subcontractors providing services under the resulting contract.

2.19 Disposition of Applications.

Opened Applications become the property of the Agency and will not be returned to the Applicant. Upon issuance of the Notice of Intent to Award, the contents of all Applications 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 Applicant may be treated as public information by the Agency following the conclusion of the selection process unless the Applicant properly requests that information be treated as confidential at the time of submitting the Application. See the Application Formatting Section for the proper method for making such requests. The Agency’s release of information is governed by Iowa Code chapter 22. Applicants are encouraged to familiarize themselves with Chapter 22 before submitting a Application. The Agency will copy public records as required to comply with public records laws.

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

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

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

2.21 Copyrights.

By submitting a Application, the Applicant agrees that the Agency may copy the Application for purposes of facilitating the evaluation of the Application or to respond to requests for public records. By submitting a Application, the Applicant 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 Applications.

2.22 Release of Claims.

By submitting a Application, the Applicant 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 Applicant 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 Applicants that submitted a Application 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 Applicant. CMS maintains authority for final approval of CMP applications. Notices of Intent to Award are issued prior to the CMS decision.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Applicant 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 Applicant 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.

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Health and Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Applicant’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 an Applicant submitted multiple Applications and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Application, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Applicant may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Applicant 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 Applicant shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Applicant and the Agency.

2.28 Choice of Law and Forum.

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Applicants 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. Applicants 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 Applicant will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Applicant or any minimum usage of the Applicant’s services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Applicant 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 Applicant Continuing Disclosure Requirement.

To the extent that Applicants 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 Application, and with respect to the successful Applicant 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 Application Submission: Format and Content Specifications

**3.1 Application Packet:** All qualified applicants must submit the Application Packet for the Civil Money Penalty Quality Improvement Initiative based on the procurement timetable in Section E of the RFP. The Iowa CMPQII Application is provided as a separate Attachment A.

**3.2 Budget Template:** All qualified applicants must prepare and submit a quality improvement initiative budget using the required budget template provided by CMS. The Budget Template is provided as a separate Attachment B. Prohibited budget items are listed in Attachment E.

**3.3 Application Formatting.**

The instructions provide the format and technical specifications of the Application and are designed to facilitate Application submission that is easy to understand and evaluate. Refer to Section 2 of the Application Packet for the Civil Money Penalty Quality Improvement Initiative for formatting and submission requirements.

Section 4 Evaluation Of Application

4.1 Introduction.

This section describes the evaluation process used to determine which Application provides the greatest benefit to the Agency and the nursing home residents. When making this determination, the Agency will not necessarily award a contract to the Applicant offering the lowest cost to the Agency or to the Applicant with the highest point total. Rather, a contract will be awarded to the Applicant that offers the greatest benefit to the Agency and the nursing home residents described in the project Application. NOTE: CMS has final authority to approve CMP quality improvement initiative proposals.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Applications received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee comprised of DHHS Iowa Medicaid representatives.

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 Application.

**Scoring Guide.**

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

|  |  |
| --- | --- |
| 4  | Applicant 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. Applicant’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency. |
| 3 | Applicant 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 | Applicant 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 | Applicant 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 | Applicant 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. |

**Application Components.**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **CMP Application Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| 1. Background and Capabilities
 | 4 | ------- | 16 |
| 1. Project Description and Purpose
 | 4 | ------- | 16 |
| 1. Goals, Objectives, and Outcomes
 | 5 | ------- | 20 |
| 1. Implementation Plan and Timeline
 | 3 | ------- | 12 |
| 1. Benefit to Nursing Home Residents
 | 4 | ------- | 16 |
| 1. Nursing Home and Community Involvement
 | 3 | ------- | 12 |
| 1. Deliverables and Performance Evaluation
 | 4 | ------- | 16 |
| 1. Duplication of Effort, Risk and Sustainability
 | 3 | ------- | 12 |
| 1. Other Partnering Entities – *Only applicable to projects that include a subcontractor*
 | Not scored  | ------- | 0 |
| 1. CMP Project Funding
 | 5 |  | 20 |

**Total Points Possible: 140**

4.4 Evaluation Committee Recommendation

The evaluation committee shall review the Applications collectively and determine a consensus score for each component of the application. Each component score will be calculated to a final score. Scoring thresholds will be established by the committee to separate out high and low application scores. Applications that score above the threshold will be forwarded to the Medicaid Deputy Administrator for a decision. 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 Application. This recommendation may include, but is not limited to, the name of one or more selected Applicants or a recommendation that no Applicant be selected. The Medicaid Deputy Administrator shall consider the committee’s recommendation and decide if the Applications that will be forwarded to CMS for final approval of grant award. The Deputy Administrator is not bound by the evaluation committee’ recommendation.

Since CMS has the final authority regarding approval of the funding of CMP grant initiatives, all Applications approved by the DHHS Medicaid Deputy Administrator shall be submitted to CMS for the final decision. Notice of intent to award will be posted prior to CMS’ award. Each Applicant will be informed of the CMS decision upon receipt.

**Attachments Specific To This RFP**

**A:** Application Packet for the Civil Money Penalty Quality Improvement Initiative **(separate document)**

**B:** CMS’ CMPQII Grant Application Budget Template **(separate document)**

**C:** Iowa CMPQII Grant Baseline and Quarterly Interim Report

**D:** Iowa CMPQII GrantFinal Report Form

**E.** Prohibited Budget Items

**F.** CMS Memo QSO-23-23 dated September 25, 2023 **(separate document)**

**G:** Sample Agency Contract

**Attachment C:**

**Iowa CMPQII Grant Baseline and Quarterly Interim Report**

**Project Title:**

**CMP Fund Grantee:**

**Reporting Period Dates: Baseline Quarterly Interim**

**Objective/Outcome:** Complete the table below briefly describing each objective identified in the application. For interim reports, clearly identify the specific baseline metrics with respective interim outcome.

|  |  |  |
| --- | --- | --- |
| **Objective** | **Baseline Measures** | **Interim Outcomes During the Reporting Period** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

.

**Funding**: Complete the table below with the funding amounts.

|  |  |  |
| --- | --- | --- |
| **Total Funds Awarded** | **Funds Spent During Reporting Period** | **Remaining Funds** |
|  |  |  |

**Risks/Challenges**: Describe any risks or challenges identified in the reporting period and how they were addressed. Were any objectives or action steps modified based on outcome results?

**Lessons Learned:** Describe any lessons learned for the reporting period.

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Phone:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E**mail:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment D**

**Iowa CMPQII Grant Final Report**

**Project Title**:

**CMP Fund Grantee**:

**Entire Project Dates**:

**Objective/Outcome:** Complete the table below listing each objective identified in your application. Clearly describe the progress between baseline and final outcomes.

|  |  |  |  |
| --- | --- | --- | --- |
| **Objective** | **Baseline** | **Final Actual Outcomes** | **Goal Met Y/N** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Recommendations for Improvement**: Describe any recommendations or changes that would be made if this project were to be undertaken by another applicant:

**Resident Quality of Life/Quality of Care:** Describe the impact to the quality of care and/or quality of life of the residents.

Describe any resident successes or issues:

**Resident Satisfaction:** Summarize the results of the resident satisfaction surveys conducted with residents related to this project.

**Sustainability:** Address the status of the action plan for sustainability if the project will continue beyond the grant funding:

**Funding:** Complete the table below with thefunding amounts.

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Funds Awarded** | **Total Funds Spent for the Total Project** | **Remaining Funds** | **Total Funds from other sources used for this project.** |
|  |  |  |  |

**Challenges/Risks:** Describe any challenges or risks encountered during the project and how they were addressed.

**Lessons Learned**: Describe and summarize the lessons learned during the entire project.

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment E**

**Attachment G**

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **Procurement Type/Number** | **Contract #** |
| MED-23-019 | \*\*\*Contract #\*\*\* |

|  |
| --- |
| **Title of Contract** |
| Civil Money Penalty Quality Improvement Initiative |

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

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services1305 E. WalnutDes Moines, IA 50319-0114 | **Agency Billing Contact Name / Address:**\*\*\*IF CM different from Billing = FALSE\*\*\*\*\*\*IF CM different from Billing\*\*\***Phone:** \*\*\*IF CM different from Billing = FALSE\*\*\*\*\*\*IF CM different from Billing\*\*\* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** \*\*\*Agency Manager Name\*\*\*\*\*\*Agency Contract Manager's Address\*\*\***Phone:** \*\*\*Agency Manager's Phone\*\*\***E-Mail:** \*\*\*Agency Contract Manager's e-mail\*\*\* | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** \*\*\*Agency Owner Name\*\*\*\*\*\*Agency Contract Owner's Address\*\*\***E-Mail:** \*\*\*Agency Contract Owner's e-mail\*\*\* |

|  |
| --- |
| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** \*\*\*Contractor's Legal Name\*\*\***\*\*\*IF DBA Names\*\*\*** | **Contractor’s Principal Address:**\*\*\*Contractor Principal Address\*\*\* |
| **Tax ID #:** \*\*\*IF Individual = FALSE\*\*\* \*\*\*IF Individual\*\*\* | **Organized under the laws of:** \*\*\*IF Individual = FALSE\*\*\*\*\*\*IF Individual\*\*\* |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):** \*\*\*Contractor Contract Manager\*\*\*\*\*\*Contractor contract manager address\*\*\***Phone:** \*\*\*Contractor Contract Manager's Phone\*\*\***E-Mail:** \*\*\*Contractor Contract Manager's e-mail\*\*\* | **Contractor**’s **Billing Contact** **Name/Address:** \*\*\*IF Contractor Billing = FALSE\*\*\*\*\*\*IF Contractor Billing\*\*\***Phone:** \*\*\*IF Contractor Billing\*\*\*\*\*\*IF Contractor Billing = FALSE\*\*\* |

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

|  |  |
| --- | --- |
| **Start Date:** \*\*\*Start Date\*\*\* | **End Date of Base Term of Contract:** \*\*\*Duration End Date\*\*\* |
| **Possible Extension(s):**  The Agency shall have the option to extend this Contract up to 2 additional 1-year extensions. \*\*\*IF Extensions to Contract AND Final End Date > Start Date + 72.1 MONTHS\*\*\* |
| **Contract Contingent on Approval of Another Agency:** No | **ISPO Number:** N/A |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

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

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

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

|  |  |
| --- | --- |
| **Contractor, \*\*\*Contractor's Legal Name\*\*\***  | **Agency, Iowa Department of Human Services** |
| Signature of Authorized Representative:  | Signature of Authorized Representative:   |
| Printed Name: \*\*\*IF Authorized Rep Contractor\*\*\* | Printed Name: \*\*\*IF Director\*\*\*\*\*\*IF Director = FALSE\*\*\* |
| Title: \*\*\*IF Authorized Rep Contractor\*\*\* | Title: \*\*\*IF Director\*\*\* \*\*\*IF Director = FALSE\*\*\* |
| Date: | Date: |

\*\*\*IF Additional signature AND Signature Blocks = "One"\*\*\*\*\*\*IF Additional signature AND Signature Blocks = "Two"\*\*\* \*\*\*IF EightF\*\*\*

**SECTION 1: SPECIAL TERMS**

1.1 Special Terms Definitions.

***1.2 Contract Purpose.***

The Agency is issuing this Request for Proposal (RFP) to solicit proposals for the Civil Money Penalty Quality Improvement Initiative (CMPQII) Grant Program. Grant opportunities are available to various interested stakeholders such as certified long term care facilities, consumer advocacy organizations, professional associations, resident or family councils, ombudsmen and private contractors. Grants awarded for Initiatives submitted on behalf of a specific facility, a group of facilities or a stakeholder group will be distributed to a distinct entity that will be contractually responsible for the funds.

The grant program's objective is to develop and implement quality improvement initiatives that directly or indirectly improve the quality of care and/or quality of life for Nursing Facility residents.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1.3.1 Deliverables, Performance Measures, and Monitoring Activities

1.3.1.1 Description of the Quality Improvement Initiative
The Contractor shall complete and fully describe each component of the Quality Improvement Initiative as outlined in the Application Packet for the Civil Money Penalty Quality Improvement Initiative.
• Project Description and Purpose
• Quality of Care/Quality of Life
• Performance Measurement, Objectives and Outcomes
• Implementation Plan
• Budget
• Community Involvement and Sustainability

1.3.1.2 Performance Measures
The Contractor shall adhere to their respective Application's goals, objectives, measurement and monitoring, timelines, and adherence to the itemized budget. Specific performance measures for each Initiative may differ. However, the Contractor is expected to meet the performance measures identified in its Application while performing services under the Contract.

1.3.1.3 Monitoring Reports
The Contractor is expected to monitor the progress of their initiative and shall submit the following reports to the Agency:

1.3.1.3.1 Baseline report within thirty (30) days of the start of the Contract using the report template provided by the Agency.
1.3.1.3.2 Quarterly interim monitoring reports on all Deliverables, performance measures, and funds expended using the report template provided by the Agency.
1.3.1.3.3 Final Report within sixty (60) days of completion of the Initiative using the report template provided by the Agency. The final report must provide evidence of successful completion of the Quality Improvement Initiate and must address the following:

a) Purpose of the grant
b) Expected outcomes of the Initiative
c) Actual outcomes of the Initiative
d) Challenges or risks encountered during the Initiative and how they were addressed,
e) Number of residents and facilities who benefitted from the Initiative,
f) Impact on the resident's quality of care/quality of life,
g) Lessons learned, and
h) Status of the action plan for sustainability if the Initiative will continue beyond the grant funding.

Report Performance Measures.
• Contractor shall submit the baseline report within thirty days of the start of the contract
• Contractor shall submit the quarterly interim report with thirty days of the end of each calendar quarter
• Contractor shall submit the final report within sixty days of completion of the Initiative.

1.3.2 Performance Measures.

The Contractor shall adhere to their respective Application's goals, objectives, measurement and monitoring, timelines, and adherence to the itemized budget. Specific performance measures for each Initiative may differ. However, the Contractor is expected to meet the performance measures identified in its Application while performing services under the Contract.

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

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

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

The Contractor is expected to monitor the progress of their initiative and shall submit the following reports to the Agency:

1.3.1.3.1 Baseline report within thirty (30) days of the start of the Contract using the report template provided by the Agency.
1.3.1.3.2 Quarterly interim monitoring reports on all Deliverables, performance measures, and funds expended using the report template provided by the Agency.
1.3.1.3.3 Final Report within sixty (60) days of completion of the Initiative using the report template provided by the Agency. The final report must provide evidence of successful completion of the Quality Improvement Initiate and must address the following:

a) Purpose of the grant
b) Expected outcomes of the Initiative
c) Actual outcomes of the Initiative
d) Challenges or risks encountered during the Initiative and how they were addressed,
e) Number of residents and facilities who benefitted from the Initiative,
f) Impact on the resident's quality of care/quality of life,
g) Lessons learned, and
h) Status of the action plan for sustainability if the Initiative will continue beyond the grant funding.

Report Performance Measures.
• Contractor shall submit the baseline report within thirty days of the start of the contract
• Contractor shall submit the quarterly interim report with thirty days of the end of each calendar quarter
• Contractor shall submit the final report within sixty days of completion of the Initiative.

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

\*\*\*IF Budget per year\*\*\*

**1.3.4.2 Payment Methodology.**

\*\*\*Pricing for Max\*\*\*

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

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

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables 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>.

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

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

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

***1.4 Insurance Coverage.***

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

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

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

**1.5.1 Data and Security System Framework**. The Contractor shall comply with either of the following:

* Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
* Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

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

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

* Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
* Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

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

***1.6* Reserved. *(Labor Standards Provisions.)***

***1.7* Reserved. *(Performance Security.)***

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

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

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

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

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

|  |  |
| --- | --- |
| **Contractor a Business Associate?** No | **Contractor a Qualified Service Organization?** No |
| **Contractor subject to Iowa Code Chapter 8F?** \*\*\*EightF\*\*\* | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |
| **Contract Payments include Federal Funds?** No |
|  |  |

***1.9* Reserved. *(Additional Terms.)***