

STATE OF IOWA DEPARTMENT OF  
**Health** AND **Human**  
SERVICES

REQUEST FOR PROPOSAL (RFP)

Medicaid Program Integrity Professional  
Services

RFP# MED-25-006

Issuing Officer:  
Lisa Burk  
Iowa Department of Health and Human Services  
1305 East Walnut  
Des Moines, IA 50319  
Phone: 515-371-4703  
[RFP-MED-25-006@dhs.state.ia.us](mailto:RFP-MED-25-006@dhs.state.ia.us)

***RFP Purpose.***

The purpose of this RFP is to solicit proposals that will enable the Department of Health and Human Services (Agency) to select the most qualified contractor to provide services and support for business functions within the Iowa Medicaid Program Integrity business unit.

In addition, through this procurement, the Agency seeks to achieve the following outcome and key objectives below:

Outcome: Improve the effectiveness of Iowa Medicaid Program Integrity, while ensuring compliance with federal and state rules and regulations.

**Key Objectives:**

- Conduct a rigorous examination of current state program integrity activities to identify the features of policy design and implementation associated with success.
- Establish pilots to test novel strategies or improvements to existing strategies. Implement strategies determined to be effective and that demonstrate high value.

In this effort, the Agency seeks vendors who will bring strategic solutions, processes, and business operations which can operate within the Agency's culture of continuous process improvement and proactive analysis. The goal of which is to support activities that lead to better health and performance outcomes for the program and effective oversight of the various delivery systems, including managed care.

***Duration of Contract.***

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

***Bidder Eligibility Requirements.***

The Agency will accept proposals from qualified bidders that meet the following independence requirements:

The Contractor, its affiliated companies ("affiliates"), and its subcontractors must meet the following independence requirements. To qualify as "independent," the Contractor, its affiliates, or subcontractors may not

1. Exert control over (and vice versa) any MCO, PIHP, PAHP, or Medicaid provider contracted with the Agency through
  - a. Stock ownership;
  - b. Stock options and convertible debentures;
  - c. Voting trusts;
  - d. Common management, including interlocking management; and
  - e. Contractual relationships.
2. Have a present or known future, direct or indirect financial relationship that requires the Contractor, its affiliates, or its subcontractors to code, file, process and/or pay patient claims for any MCO, PIHP, PAHP, or Medicaid provider contracted with the Agency.

**Procurement Timetable**

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

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	December 19, 2023
Agency Issues RFP to Bid Opportunities Website	December 21, 2023
Bidder Letter of Intent to Bid Due By	January 4, 2024 by 12:00 p.m.
Question and Response: Round 1 Bidder Written Questions Due By	January 4, 2024 by 12:00 p.m.
Question and Response: Round 1 Agency Responses to Written Questions Issued By	January 11, 2024 by 4:00 p.m.
Question and Response: Round 2 Bidder Written Questions Due By	January 18, 2024 by 12:00 p.m.
Question and Response: Round 2 Agency Responses to Written Questions Issued By	January 25, 2024 by 4:00 p.m.
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>February 14, 2024 by 12:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	April 22, 2024
Contract Negotiations and Execution of the Contract Completed	May 20, 2024
Anticipated Start Date for Transition Phase	May 21, 2024
Anticipated Start Date for Operations Phase	July 1, 2024

## Section 1 Background and Scope of Work

### 1.1 Background.

#### Legal Authority

Section 1902(a) of the Social Security Act contains provisions that require states to ensure proper payments are made under the Medicaid State plan. The portions of the Code of Federal Regulations specifically dealing with Medicaid Program Integrity are in Title 42, Part 455. These regulations specify the requirements that the state must meet and, in addition to the Social Security Act, serve as the foundation for state law and administrative rules. Iowa Medicaid's Program Integrity unit operates under the authority of, and conducts activities pursuant to, Iowa Code Chapter 249A Subchapter II, and Iowa Administrative Code 441 Chapters 46, 73, 76, and 79.

#### Iowa Medicaid Overview

The Iowa Department of Health and Human Services (HHS) is the single State entity responsible for administering the Medicaid program in Iowa. The Iowa Medicaid Program reimburses providers for delivery of services to eligible Medicaid recipients under the authority of Title XIX of the Social Security Act through enrolled providers and health plans. The Agency operates this program through its Medicaid division. The Medicaid division also operates the Children's Health Insurance Program (CHIP – the separate CHIP program is called Healthy and Well Kids in Iowa, or Hawki).

On April 1, 2016, Iowa Medicaid transitioned to a managed care system. As a result of this transition the model for service delivery and reimbursement changed from a primarily Fee-for-Service (FFS) model to a risk based Managed Care Organization (MCO) model. The majority of services are included in this statewide managed care structure, including long-term services and supports (LTSS), behavioral health, and pharmacy. Approximately 96% of all Iowa Medicaid Members are enrolled in an MCO with 4% remaining in FFS. Iowa's Hawki population is served by the same Medicaid MCOs and included in the total MCO population.

There are four Iowa Medicaid coverage groups and corresponding programs: Managed Care, Medicaid Fee-for-Service (FFS), Program of All-Inclusive Care for the Elderly (PACE), and Hawki. Information regarding these programs is found at this link: <https://hhs.iowa.gov/media/6414/download>. Please note, the data presented in the link focuses on Medicaid FFS programs. Most of the Agency's FFS population either falls into a premium payment coverage group or into a historically exempt population. The Agency provides dental benefits for all adult enrollees through the Dental Wellness program, delivered via prepaid ambulatory health plans (PAHPs). Beginning July 1, 2021, the Agency moved all Medicaid FFS children to PAHPs for dental coverage.

#### Iowa Medicaid Program Integrity

The mission of Iowa Medicaid Program Integrity is to provide systems of sustainable and equitable oversight that targets accountability and compliance, focusing on prevention of fraud, waste, and abuse of Medicaid programs. Our purpose is to ensure state and federal taxpayer dollars are spent appropriately on delivering quality services, necessary care, and preventing fraud, waste, and abuse within the Medicaid Programs.

Iowa Medicaid Program Integrity (PI) activities are meant to ensure that taxpayer dollars are spent appropriately on delivering high-quality and necessary care and to prevent and detect fraud, waste, and abuse. Program Integrity includes a wide range of activities—dedicated PI activities as well as those embedded in other program functions (such as individual and provider enrollment, service delivery, claims payment, and managed care oversight).

*Current System Solutions Supporting Iowa Medicaid Program Integrity Efforts*

The Iowa Medicaid Management Information System (MMIS) is a mainframe application with primarily batch processing for fee for service claims and file updates. The Agency contracts with a separate vendor to manage the state-owned MMIS. Infrastructure services are hosted by the State's Office of the Chief Information Officer. The Agency Division of Information Technology (DoIT) manages the separate Data Warehouse system, as well as other ancillary systems that support the MMIS. Iowa's Program Integrity systems include IBM's DataProbe and Case IQ. Case IQ was formerly known as i-Sight. Both of these PI systems are web-based and supported through separate licensing agreements. See Special Contract Attachment 4.2 for additional information on systems and software available for use on Agency computers.

**1.2 RFP General Definitions.**

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

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

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

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

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

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

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

**Definitions Specific to this RFP.**

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

**"Business Hours"** means 8:00 AM thru 5:00 PM Central Time (CT), excluding state holidays.

**"Capitation"** or **"Capitation Payment"** means the HIPAA 820 Premium Payment paid to MCOs, PAHPs, PACE organizations, and the NEMT broker.

**"Home and Community-based Services (HCBS) Programs"** are for people with disabilities and older Iowans who need services to allow them to stay in their home and community instead of going to an institution. LTSS are delivered through seven 1915(c) waiver programs and five non-waiver programs. More information can be found at this link: <https://hhs.iowa.gov/programs/welcome-iowa-medicaid/policies-rules-and-regulations/home-and-community-based-services-hcbs-waivers-program>.

**"Managed Care Plan"** or **"MCP"**. Encompasses managed care organizations (MCOs), prepaid inpatient health plans (PIHPs), prepaid ambulatory health plans (PAHPs), and primary care case management (PCCM) entities described in 42 C.F.R. § 438.310(c)(2).

**“Medicaid Fraud Control Unit”** or **“MFCU”** is the federal and state-funded law enforcement entity that investigates and prosecutes provider fraud and violations of state law pertaining to fraud in the administration of the Iowa Medicaid program.

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

**“NEMT”** means Non-emergency Medical Transportation, which in Iowa is managed by a broker.

**“National Correct Coding Initiative”** or **“NCCI”** is a CMS program that consists of coding policies and edits. Providers report procedures/services performed on beneficiaries utilizing Healthcare Common Procedure Coding System (HCPCS)/Current Procedural Terminology (CPT) codes. These codes are submitted on claim forms. NCCI policies and edits address procedures / services performed by the same provider for the same Member on the same date of service. The coding policies of NCCI are based on coding conventions defined in the American Medical Association’s Current Procedural Terminology Manual, national and local Medicare policies and edits, coding guidelines developed by national societies, standard medical and surgical practice, and/or current coding practice.

**“Payment Error Rate Measurement”** or **“PERM”** is a CMS program that measures improper payments in Medicaid and CHIP and produces error rates for each program. The error rates are based on reviews of the fee-for-service (FFS), managed care, and eligibility components of Medicaid and CHIP in the federal fiscal year (FFY) under review. CMS audits Iowa every three years, with the most recent audit for RY 2024. The review period for the current audit started July 1, 2022 and goes through June 30, 2023. The Agency anticipates CMS will begin sending PERM errors in October 2023, and the Agency will be responding to those through at least March 2024, if not longer.

**“Program of All-Inclusive Care for the Elderly”** or **“PACE”** is a type of HCBS benefit that combines medical care, long-term care and prescription drugs to help frail and disabled individuals age 55 and older live independently within the community, most of whom are eligible for benefits under both Medicare and Medicaid.

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Scope of Work for this RFP is set forth in Attachment H, Sample Contract, which details:

- Section 1. SPECIAL TERMS
- Section 2. GENERAL TERMS FOR SERVICES CONTRACTS
- Section 3. CONTINGENT TERMS FOR SERVICE CONTRACTS
- Section 4. SPECIAL CONTRACT ATTACHMENTS

**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:

**Lisa Burk**

Iowa Department of Health and Human Services / Iowa Medicaid  
1305 E Walnut  
Des Moines, Iowa 50309-1833  
RFP\_MED-25-006@dhs.state.ia.us  
(515) 371-4703

**2.2 Restriction on Bidder Communication.**

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

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

**2.3 Downloading the RFP from the Internet.**

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

**2.4 Online Resources.**

Resources related to this RFP are available at the following website:

<https://hhs.iowa.gov/programs/welcome-iowa-medicaid/iowa-health-link/rfp>

Materials available electronically include but are not limited to:

- Iowa's Medicaid strategic plan
- Medicaid Program Information
- Current standard operating procedures
- Current monthly reports
- Current contract and amendments
- Agency telework policy

**2.5 Intent to Bid.**

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

## **2.6 Reserved.**

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

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

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.**

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

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

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

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

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

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

### **2.10 Withdrawal of Bid Proposal.**

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing



Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

### **2.11 Costs of Preparing the Bid Proposal.**

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

### **2.12 Rejection of Bid Proposals.**

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

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

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

#### **2.13.1 Mandatory Requirements.**

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

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The Bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

#### **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 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

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

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

#### **2.14 Bid Proposal Clarification Process.**

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

#### **2.15 Verification of Bid Proposal Contents.**

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

#### **2.16 Reference Checks.**

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

#### **2.17 Information from Other Sources.**

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

#### **2.18 Criminal History and Background Investigation.**

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

#### **2.19 Disposition of Bid Proposals.**

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

#### **2.20 Public Records and Request for Confidential Treatment.**

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

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

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

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

### **2.21 Copyrights.**

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

### **2.22 Release of Claims.**

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

### **2.23 Reserved. (Presentations)**

### **2.24 Notice of Intent to Award.**

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

### **2.25 Acceptance Period.**

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

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

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

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

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

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

### ***2.27 Definition of Contract.***

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

### ***2.28 Choice of Law and Forum.***

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

### ***2.29 Restrictions 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.
<b>Page Limit</b>	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to <del>75</del> <u>100</u> pages. See Section 3.2 for further information about Tab 3 Attachments.
<b>Pagination</b>	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
<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." The Technical and Cost Proposal must be packaged separately.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.
<b>USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit two (2) flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and two (2) flash drives of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Request for Confidential Treatment</b>	Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:

	<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 citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</li> <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 transmittal letter may not be marked confidential.</li> <li>• The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<p><b>Exceptions to RFP/Contract Language</b></p>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &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**. Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder's Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

#### **3.2.1 Information to Include Behind Tab 1: Transmittal Letter.**

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

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

The Bid Proposal must contain a table of contents.

#### **3.2.3 Information to Include Behind Tab 3: Bidder's Approach to Meeting Deliverables.**

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.

The Bidder shall include the following documents:

##### **3.2.3.1 Attachment G: Bidder Proposal Form**

The Bidder Proposal Form shall be submitted using the form set forth in Attachment G of this RFP.

- Bid Proposal Form and related exhibits or attachments shall not contain promotional or display materials unless specifically required.
- Bidder responses to questions should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach.
- 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.

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

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

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

For each similar service, provide a matrix detailing:

- A.** Project title;
- B.** Project role (primary contractor or subcontractor);
- C.** Name of client agency or business;
- D.** General description of the scope of work;
- E.** Start and end dates of contract as originally entered into between the parties;
- F.** If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- G.** Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the 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 are 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 email address.

**3.2.4.3** Reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that references 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.

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

### **3.2.5 Information to Include Behind Tab 5: Personnel.**

The Bidder shall provide the following information regarding personnel:

#### **3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

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

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

#### **3.2.5.4 Disclosures.**

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



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

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

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

**3.2.7 Reserved. (Financial Statements)****3.3 Cost Proposal.****Content and Format.**

The Cost Proposal shall be submitted using the pricing workbook set forth in Attachment F of this RFP. Bidders should submit an Excel version of Attachment F.

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

## Section 4 Evaluation Of Bid Proposals

### 4.1 Introduction.

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

### 4.2 Evaluation Committee.

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

### 4.3 Proposal Scoring and Evaluation Criteria.

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

#### Scoring Guide.

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

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

### Technical Proposal Components.

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

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
<b>Bidder's Approach to Meeting Deliverables (Section 3.2.3)</b>			
➤ <b>Bidder Proposal Form (Section 3.2.3.21)</b>			
➤ <b>Question 1</b>	75		<b>300</b>
➤ <b>Question 2</b>	75		<b>300</b>
➤ <b>Question 3</b>	30		<b>120</b>
➤ <b>Question 4</b>	50		<b>200</b>
➤ <b>Question 5</b>	75		<b>300</b>
➤ <b>Question 6</b>	30		<b>120</b>
➤ <b>Question 7</b>	50		<b>200</b>
➤ <b>Question 8</b>	75		<b>300</b>
➤ <b>Question 9</b>	75		<b>300</b>
➤ <b>Question 10</b>	45		<b>180</b>
➤ <b>Question 11</b>	75		<b>300</b>
➤ <b>Question 12</b>	25		<b>100</b>
➤ <b>Question 13</b>	75		<b>300</b>
➤ <b>Question 14</b>	35		<b>140</b>
➤ <b>Question 15</b>	30		<b>120</b>
➤ <b>Question 16</b>	40		<b>160</b>
➤ <b>Question 17</b>	40		<b>160</b>
<b>Bidder's Background (Section 3.2.4)</b>	125		<b>500</b>
<b>Personnel (Section 3.2.5)</b>	100		<b>400</b>
<b>Total Potential Score</b>	1125		<b>4500</b>

### 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: 1,125**

**Total Points Possible for Technical and Cost Proposals: 5,625**

### 4.4 Recommendation of the Evaluation Committee.

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

**Attachment A: Release of Information**

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

<b>Primary Contact Information (individual who can address issues re: this Bid Proposal)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
<b>Primary Bidder Detail</b>	
<b>Business Legal Name (“Bidder”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Parent Corporation Name and Address of Headquarters, if any:</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>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>DUNS #:</b>	
<b>Bidder’s Accounting Firm:</b>	
<b>If Bidder is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}</b>	
	(YES/NO)

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

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

**PRIMARY BIDDER CERTIFICATIONS**

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

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

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

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

**3. EXECUTION.**

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

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

**Attachment C: Subcontractor Disclosure Form**

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

<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;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

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

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

<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.)*

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

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

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

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

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

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

9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

### **5. CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

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

## 6. NON-DISCRIMINATION

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

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

**Instructions:**

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Statement for Loan Guarantees and Loan Insurance**

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

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

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

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

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

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

**Attachment F: Cost Proposal Form**

Note: this page is a placeholder. Bidders must complete the Excel workbook entitled Attachment F posted on the State's procurement website.

**Attachment G: Bidder Proposal Form**

Note: this page is a placeholder. Bidders must complete the Word document entitled Attachment ~~H-G~~ posted on the State's procurement website.



**Attachment H: Sample Contract**

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

<b>RFP #</b>	<b>Contract #</b>
MED-25-006	<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>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> <i>{To be completed when contract is drafted.}</i>
<b>Agency Contract Manager (hereafter "Contract Manager" ) /Address ("Notice Address"):</b> <i>{To be completed when contract is drafted.}</i>	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> <i>{To be completed when contract is drafted.}</i>

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

<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> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b> <i>{To be completed when contract is drafted.}</i>	
<b>Contract Contingent on Approval of Another Agency:</b> Yes (DOM)	<b>ISPO Number:</b> DSPOR2023-12
<b>Contract Include Sharing SSA Data?</b> No	<b>DoIT Number:</b> N/A

**Contract Execution**

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

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

# SECTION 1: SPECIAL TERMS

## 1.1 Special Terms Definitions.

### 1.2 Contract Purpose.

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

### 1.3 Scope of Work.

#### 1.3.1 Deliverables.

The Contractor shall provide the following:

##### 1.3.1.1 General Obligations

###### A. Staffing.

The Contractor shall designate individuals as “key personnel” and as appropriate and when required, these positions shall interface with the state leadership, program staff, providers, and other stakeholders. Personnel obtained for the key positions below are subject to Agency’s review and approval. Special requirements for key personnel are as follows:

1. **Account Manager:** Experienced manager with Medicaid Program Integrity (PI) experience, responsible for the overall service delivery of the team, complying with contractual requirements, and meeting the Agency’s expectations. The account manager shall represent the Contractor in terms of day-to-day negotiations and resource allocations and serve as the primary point of contact for the scope of work within the contract.
2. **Audits & Investigation Operation Manager:** Experienced manager with medical coding and/or prior experience leading or performing financial fraud, waste, and abuse investigations. This role is responsible to manage the day-to-day audit & investigations of Fee-for-Service and Managed Care Oversight audits. The manager shall support the Agency with its collaboration with Centers for Medicare and Medicaid Services (CMS) Program Integrity Contractor’s audits & investigations efforts. This role is responsible to coordinate and make appropriate referrals to managed care entities, the Medicaid Fraud & Control Unit and other local, federal, state entities for further action.
3. **Program Integrity & Medical Necessity Review Coordinator:** Experienced utilization review manager with experience in conducting, directing, or leading medical necessity reviews of Medicaid managed care and/or program integrity investigations. This role will coordinate program integrity related reviews with the medical necessity review team responsible for conducting medical necessity reviews, ensuring services claimed are medical necessary and documentations supports paid claims. This role shall ensure that all recoveries are made within agency rules & regulations, including National Correct Coding Initiative guidelines and shall serve as the NCCI subject matter expert for the Bureau of Program Integrity and Compliance.
4. **Data Analytics Manager:** Experienced analyst responsible for developing, directing, and managing analytic work plans to ensure the accuracy of the data being reviewed and reported. Preferred areas of expertise to include but not limited to, data management, financial reporting, project management, and trend analysis of payments made by public funded healthcare programs.
5. **Program Integrity & Compliance Quality Assurance Manager:** Experienced manager with Medicaid Fee-for-Service and managed care and program integrity experience. This role is responsible to review program integrity reports by collecting, analyzing, summarizing, and trending data to ensure the integrity of the reports are compliant with federal and state regulations. Additionally, this role will utilize data to inform the development of policies,

process and operational standards. Upon request by the Agency, this role shall lead, coordinate and track project milestones and process improvement activities as necessary to align with Agency mission and vision.

6. **Payment Integrity & Recovery Manager:** analyst with experience managing Medicaid payment systems and financial operations. Responsibilities include reporting, tracking, and managing public payment systems and recovery transactions. This includes fiscal reporting requirements by the Agency in compliance with federal and state rules and regulations.
7. Named Key Personnel shall:
  - a. Support PI state administrators to facilitate and track key projects, ensuring PI outcomes are met.
  - b. Be committed to Iowa full time (100%) and co-located with Agency staff at the Iowa Medicaid facility in Des Moines, Iowa. The Agency will allow flexibility with staff working from home and on-site, subject to the Agency-approved telework policy.
  - c. Be available virtually or in person during normal Business Hours to respond to questions and concerns related to the Contract.
  - d. Provide policy advice and support to the Agency and other stakeholders, as requested by the Agency as subject matter experts
  - e. Prepare and present status updates periodically to the Agency and other stakeholders, as requested by the Agency.
  - f. Develop and maintain a plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of key personnel for vacation and other reasons. Any planned absences of key personnel shall be immediately communicated to the Agency per established communication process.
8. The Agency reserves the right of prior approval for any replacement of the key personnel:
  - a. The Contractor must commit named key personnel to the contract for at least six months and must not replace key personnel during this period except in cases of termination, death, or the key person's resignation.
  - b. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position; and
  - c. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing, unless the replacement is due to termination, death, or the key person's resignation.
  - d. The Agency may waive the above requirements, a through c, upon presentation of good cause by the Contractor. In those instances when good cause is granted by the Agency, the Contractor commits to replacing key personnel within thirty (30) days of the departure of a key person, unless otherwise approved by the Agency, and to providing temporary personnel in the interim that can maintain operational performance at acceptable levels.
9. The Contractor shall provide the following non-managerial positions:
  - a. **Audits and Investigations Team:** consist of Registered Nurses (RNs), certified coders, auditors, investigators, business analysts, and other support staff responsible for conducting audits and investigations.
  - b. **Data Analytic Team:** consisting of senior analysts with extensive Medicaid PI experience. The team is responsible for the construction of analytics used on the project for identifying Medicaid fraud, waste, and abuse.
  - c. **Encounter Data Analytic Team:** consist of data analysts with experience analyzing, reconciling, and verifying encounter claims and payments are accurate in compliance with managed care and state policies and rules. This includes a dedicated analyst to support the Agency's Encounter Data Officer.

- d. **Fiscal Accountability and Recovery Team:** consisting of a financial analyst and other support staff to support the department's audit and recovery process. The SOW includes and not limited to initiating credit balances in Iowa Medicaid payment systems, receive and process payments, track receivables, perform reconciliation of credit balances and outstanding account ledgers. The team is responsible to compile monthly reports of payment recoveries and other outstanding overpayment accounts referred to PI for fiscal accountability and reporting.
  - e. **Managed Care Program Integrity Oversight Team:** consist of analysts to conduct managed care oversight activities including, but not limited to, review managed care program integrity reporting, oversight audits of the MCPs program integrity activities.
10. The Contractor shall ensure that staff directly associated with the provision of Contract services are available virtually or in person to collaborate with Agency staff, as needed. As part of the Contract agreement the Agency will not require all Contractor non-managerial staff be housed at the Iowa Medicaid facility. The Agency will allow flexibility with staff working remotely, hybrid, and on-site, subject to Agency approval. See Special Contract Attachment 4.2.
- B. Regulatory Compliance.
- 1. All services shall be fully compliant with all applicable program integrity state and federal rules and regulations including, but not limited to, the Program Integrity requirements of IAC 441 Chapter 79 and 42 C.F.R. Part 455.
  - 2. Subcontracts.
    - a. All subcontracts shall be in writing and fulfill the requirements of 42 C.F.R. § 434.6 that are appropriate to the services or activity delegated under the subcontract.
    - b. No subcontract terminates legal responsibility of the Contractor to the Agency to assure that all activities under the Contract are carried out.
- C. Meetings. The Contractor shall participate, as directed by the Agency, in all meetings related to the scope of work performed by the Contractor under this Contract including, but not limited to:
- 1. Regular contract and status meetings or discussions with the Agency, including quarterly retrospective performance reviews.
  - 2. Meetings to develop and finalize any work plans and all timelines of Contract activities and deliverables.
  - 3. Meetings to review and discuss contract milestones agreed upon in the work plans.
  - 4. Meetings to discuss contract audits and audit findings.
  - 5. Meetings to develop Agency, MCPs, or stakeholder trainings and special forums.
  - 6. Meetings to obtain State approval of investigations to be opened and review ongoing progress.
  - 7. Meetings with the Health Care Fraud Task Force which meets periodically to coordinate activity and prioritize work and cases.
  - 8. Meetings with the Medicaid Fraud Control Unit (MFCU).
  - 9. Ad Hoc meetings as necessary.
  - 10. The Agency anticipates that many of the meetings required as part of the scope of work will be conducted virtually. The Contractor shall utilize Agency approved virtual meeting platform(s) that provide for video and ensure that Contractor staff participate with video enabled. The Agency reserves the right to request face-to-face meetings. When face-to-face meetings are required, contractors shall comply with Agency guidelines.

11. Depending on the meeting type, at the Agency's discretion, the Contractor may be required to schedule the meeting, develop agenda, facilitate meetings, and take and distribute notes.
- D. Work plans. The Contractor shall develop, maintain, and comply at all times with the following, subject to Agency approval:
1. Each plan shall adhere to the timing and requirements set forth in Sections 1.3.1 and 1.3.2, to include, at minimum:
    - a. Definition of each project activity;
    - b. Sequence of activities, including which tasks can be completed in parallel;
    - c. Dependencies between activities, if any;
    - d. Identification of who is responsible for each project activity;
    - e. Defined deliverables and outcomes;
    - f. Timeframe in which each activity will be completed;
    - g. A plan update schedule, which shall include updates no less frequently than quarterly; and
    - h. Identification of Agency responsibilities and expectations.
  2. Operational Staffing Plan detailing the required Contractor and Agency team members (roles and skill sets) necessary for ongoing operational support.
  3. Training Plan
    - a. Training of Contractor staff in all systems, software, and applications required to perform the Contractor's functions under the Contract.
    - b. Training of Contractor staff on HIPAA and information security policies and procedures at minimum:
      - i. Orienting new employees to policies and procedures.
      - ii. Conducting periodic review sessions on policies and procedures.
    - c. Continuous standard operating procedures training process for Contractor staff. At minimum, the Contractor shall train staff when:
      - i. New staff or replacement staff are hired.
      - ii. New policies or procedures are implemented.
      - iii. Changes are made to any existing policies or procedures prior to the change's implementation if possible, and if not, concurrent with the change's implementation.
  4. Quality Assurance/Quality Improvement plan detailing quality assurance and improvement procedures based on proactive improvement. Quality plan requirements include but are not limited to:
    - a. Specific quality standards Contractor work must meet.
    - b. Continuous workflow analysis to improve performance of Contractor functions.
    - c. Targeted activities that improve dissemination of program integrity best practices, and enhance program integrity training programs.
    - d. Approval process for any quality improvement changes prior to implementation.
    - e. Monitoring quality improvement activities and reporting results on a quarterly basis.
  5. Outcomes Improvement plan detailing the activities necessary to identify actionable initiatives to improve health and program outcomes.
  6. Reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plans shall include, at minimum:
    - a. Detail of whom the reports should be delivered to for review and approval, as necessary.
    - b. Frequency and due dates for reports.
  7. Disaster Recovery and Business Continuity Plan. The Contractor shall review and update their portion of the Agency's Disaster Recovery Plan specific to the Program Integrity business unit.

8. PI Work plan outlining the program integrity activities planned for the upcoming SFY.
    - a. The Contractor shall update the plan as priorities change throughout the SFY.
    - b. The Contractor shall present, in person or virtually, the work plan to the Agency for review and feedback prior to execution.
    - c. The Contractor shall make necessary adjustments to the work plan to ensure that the plan supports the Agency's priorities.
- E. Contractor Reporting.
1. The Contractor shall submit reports necessary to show compliance with deliverables and performance standards identified within the Contract, as defined by the Agency.
  2. The Contractor shall provide an annual report trending administrative recoveries made under FFS and managed care.
  3. The Contractor shall report the total number of FWA provider notices submitted by MCPs to the Agency.
  4. The Contractor shall provide a trending analysis quarterly and annually for the submitted monthly reports.
  5. The Contractor shall provide a list of all open investigations with preliminary findings on a revolving basis as defined by the Agency.
  6. The Contractor shall submit quarterly reports of quality assurance activities, findings and corrective actions (if any) to the Agency electronically.
- F. Standard Operating Procedures (SOPs).
1. SOPs shall be maintained in the Agency-prescribed format using standard naming conventions.
  2. SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract. including, but not limited to:
    - a. Notification and issue escalation procedures and timelines.
    - b. Policy and procedure manuals required for all program integrity functions.
  3. The Contractor shall not reference the Contractor's corporate name in any of the operational procedures or any associated documentation.
  4. SOPs shall be kept current with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract. The Contractor shall document all changes within 10 business days of the change in the format prescribed by the Agency. The Contractor shall provide to the Agency updated documentation within 10 business days of the date changes are made to the operational procedures. The Contractor must use version control to identify the most current documentation and any previous versions, including their effective dates.
  5. The Contractor shall provide all documentation in electronic form and store within the Agency's document repository system.
  6. The Contractor shall submit the SOPs to the Agency and must be approved no later than 30 calendar days before the start date of the applicable process or activity.
  7. The Contractor shall review and update SOPs bi-annually.
- G. Requests for Information and Documentation.
1. The Contractor shall respond to all Agency requests for information and other requests for assistance within the timeframe that the Agency specifies. The Contractor shall provide information in response to:
    - a. Freedom of Information Act (FOIA) requests;
    - b. Requests for Information (RFIs) from State and Federal Legislators; and
    - c. Open records act requests, as required under Iowa Code Chapter 22.

2. The Contractor shall comply with information protocols and response timeframes determined by the Agency's Public Information Officer.
3. The Contractor shall respond to all Agency requests for documentation within five (5) business days, unless otherwise specified by the requestor.

- H. The Contractor, its affiliated companies ("affiliates"), and its subcontractors shall meet the following independence requirements. To qualify as "independent," the Contractor, its affiliates, or subcontractors may not
1. Exert control over (and vice versa) any MCO, PIHP, PAHP, or Medicaid provider contracted with the Agency through
    - a. Stock ownership;
    - b. Stock options and convertible debentures;
    - c. Voting trusts;
    - d. Common management, including interlocking management; and
    - e. Contractual relationships.
  2. Have a present or known future, direct or indirect financial relationship that requires the Contractor, its affiliates, or its subcontractors to code, file, process and/or pay patient claims for any MCO, PIHP, PAHP, or Medicaid provider contracted with the Agency.

#### 1.3.1.2 Transition Phase

- A. The Contractor shall develop and comply with the following, subject to Agency approval:
1. Transition Plan detailing the timelines and phasing of the operational readiness activities necessary to assume operations. The Contractor shall supply all documentation that is related and necessary for a successful transition to operations.
  2. Comprehensive operational readiness checklist of necessary start-up activities.

#### B. Operational Readiness

1. The Contractor shall prepare for the onset of operations. This includes but is not limited to the following:
  - a. Review the turnover plan from the current contractor;
  - b. Review the comprehensive operational readiness checklist of its start-up activities with the Agency.
  - c. Develop and implement a corrective action plan for all outstanding activities for review and approval by the Agency.
  - d. Conduct training for its staff.
  - e. Gather and document all Agency technical and operational requirements pertaining to work performed under this Contract.
  - f. Produce and update all operations documentation, to include SOPs, and obtain Agency approval of each iteration.
  - g. Provide the Agency assurance that all checklist activities have been satisfactorily completed and signed-off by the Agency.
  - h. Obtain written approval from the Agency to start operations.
2. The Contractor shall work proactively with the Agency and the outgoing contractor to take over operations, including but not limited to any audits and investigations that remain open when the outgoing contract ends.

#### 1.3.1.3 Operations.

##### A. Audits and Investigations.

1. The Contractor shall conduct post payment audits and investigations of FFS and encounter data claims.



- a. Using the results of the Surveillance and Utilization Review (SUR) profiles and the data mining algorithms, the Contractor shall target audits using historical FFS and encounter data. These audits shall include:
  - i. Field audits: Field audits shall be used only in cases where the data suggest that physical evidence or an immediate access to a provider's documentation(s) is necessary to ensure receipt of accurate information or to close a case.
  - ii. Desk audits: Shall be performed for investigations of questionable medical necessity, where coding can be validated only by examining the medical records, or where quality of care is in question.
  - iii. Data analysis audits: The Contractor shall find recoverable funds from claims data analysis.
2. The Contractor shall supply trained investigators to follow up on tips, leads, and targets developed by the data analytic staff. The Contractor shall collaborate with the MCPs' Special Investigation Units (SIUs) to maximize the effort and efficiency of the investigations.
3. The Contractor shall respond to requests for investigation and review the MCP processes for any needed changes. This shall include, but not be limited to, the investigation of referrals made to the State's Medicaid fraud hotline or through the State's Office of Inspector General website.
4. The Contractor shall provide a list of potential case recommendations to the Agency in advance of a meeting to discuss and receive Agency direction prior to commencing an audit or investigation.
5. The Contractor shall initiate an action against a Medicaid enrolled or managed care credentialed provider in compliance with federal regulations and state statutes and rules in accordance with standard operating procedures.
6. The Contractor shall notify providers of a planned audit in compliance with state policies, rules, and regulations.
7. The Contractor shall comply with the Agency's standard operating procedures for notifying providers of an adverse action including, but not limited to, audit findings and recoveries.
8. The Contractor shall comply with established policies and procedures for reviewing and referring credible allegations of fraud to the Medicaid Fraud Control Unit (MFCU).
9. The Contractor shall identify claims indicative of improper payments made by the MCPs, perform audits to verify erroneous payments and may recover any identified overpayment directly from the MCPs in accordance with policies and procedures.
10. The Contractor shall utilize the Agency's investigatory case management system to track cases under audit and investigation.
  - a. The Contractor must maintain detailed documentations to support the Agency's adverse action in an event of an appeal.
  - b. The Contractor must maintain the case management system to ensure case information is up to date and related cases are appropriately identified.
11. Medicaid Fraud Control Unit Collaboration in compliance with state and federal laws and regulations.
  - a. Allegation of Fraud Referrals:
    - i. The Contractor shall coordinate with the State PI staff to refer all credible allegations of fraud to the Iowa MFCU.
    - ii. The Contractor shall report the MFCU decisions for accepting or declining referred cases to all interested parties.
    - iii. The Contractor shall support the MFCU's review by facilitating or obtaining additional supporting documentations as requested.

- b. The Contractor shall work with the Agency and the MFCU to improve procedures and processes, as needs change.
    - c. The Contractor shall facilitate the review of the MFCU's data mining projects for non-duplication of efforts for FFS and encounter claims.
  12. The Contractor shall provide a summary report of active audits and investigations bi-monthly during the PI Operations meetings.
  13. Audit and Investigation Support
    - a. The Contractor shall provide support and assistance with any state and federal audits and certifications as the Agency requests. Examples include, but are not limited to, the annual audit by the state auditor's office, any CMS Center for Program Integrity (CPI) reviews, and the Office of Inspector General (OIG) audits.
    - b. The Contractor shall review and investigate all tips and referrals received from external and internal sources, including and not limited to Healthcare Fraud Prevention Partnership (HFFP) and Unified Program Integrity Contractors (UPICs).
    - c. The Contractor shall provide support with any state and federal investigation as part of the Agency's agreement with the CMS UPIC Synchronized Audit Process (SAP).
  14. Appeals and Hearings
    - a. The Contractor shall provide necessary support in any stage of the appeal process to defend the Contractor's and Agency's actions including, but not limited to, providing expert testimony.
    - b. The Contractor shall follow the Agency's standard operating procedures for preparing summaries and documentations relating to appeals and hearings.
    - c. The Contractor shall maintain all documentations in the Agency's case management system, including case related decisions, as part of the case files.
- B. Fiscal Accountability and Reporting.
  1. The Contractor may receive checks or money orders related to the work performed and shall process the payment in compliance with the Agency's standard operating procedures.
  2. The Contractor shall timely pursue recovery of all credit balances or overpayments identified relating to the work performed. The Contractor shall pursue recoveries in accordance with Agency's procedures and timelines.
  3. The Contractor shall report any recoveries and assist the Agency and the Division of Fiscal Management in the reconciliation of the monthly Title XIX Recovery bank account per standard operating procedure.
  4. The Contractor shall track and reconcile all payments, including restitution(s) received against the account receivables and refer any outstanding overpayments to the Agency for administrative action (i.e., sanctioning, or other action).
- C. MCP Accountability and Oversight Monitoring.
  1. The Contractor shall monitor the MCPs to ensure compliance with 42 CFR Part 455 and IAC 441 Chapter 73 are met or exceeded. These activities shall include, but are not limited to:
    - a. Facilitate and prepare content for oversight meetings between the Agency, the Contractor, and the Special Investigation Unit (SIU) at each MCP, to coordinate program integrity activities.
    - b. Facilitate data sharing between the MCPs and the Agency.
    - c. Review active cases that are under investigation by multiple MCPs to minimize the risk of provider abrasion.
    - d. Evaluate the MCPs adherence to its policies and procedures.
    - e. Provide ongoing program integrity training for the MCP staff.

- f. The Contractor shall evaluate MCPs' performance data, including electronic visit verification data, and recommend a corrective action plan to the Agency.
  - g. The Contractor shall conduct annual or ad hoc audits on MCPs to evaluate compliance of contract requirements.
  - h. The Contractor shall conduct annual or ad hoc audits of MCP EVV systems, policies, and procedures to evaluate compliance with state and federal requirements.
2. MCP Third Party Liability (TPL) Activity.
- The Contractor shall review, validate, and reconcile MCP TPL activities by:
- a. Utilizing encounter data to review and validate data provided in the TPL report.
  - b. Reconciling any discrepancies found between the MCP TPL reporting and the encounter data.
  - c. Timeframes for the review and validation of the report will be determined by the Agency.
3. MCP Reporting Review.
- a. The Contractor shall review MCP reports and provide feedback within the timeframes set by the Agency.
  - b. The Contractor shall trend monthly MCPs' tips, investigations, FWA provider notices, and collection of overpayments. The Contractor shall reconcile information obtained from MCP reports.
  - c. The Contractor shall track all tips submitted by MCPs and reconcile with the monthly report.
  - d. The Contractor shall maintain and distribute a provider alert list, consisting of the most current list of open investigations. The provider alert list will be distributed no later than the 15th day of the Month.
  - e. The Contractor shall update all companion guides and associated templates annually or more frequently as needed.
  - f. The Contractor shall monitor to ensure the MCPs provide ongoing program integrity training to its staff and report accordingly.
  - g. The Contractor shall send reported MCP provider actions to Iowa Medicaid Provider Enrollment for reconciliation.
4. MCP Compliance Audits
- a. The Contractor shall provide support and assistance with any state and federal compliance audits as the Agency requests. Examples include, but are not limited to, the annual audit by CMS Center for Program Integrity (CPI) compliance reviews performed by CMS Contractor, UPIC.

#### D. PI Data Analytics.

- 1. Utilizing the Agency's Program Integrity data warehouse platform and toolset, the Contractor shall build predictive analytics for the Agency to provide high-value audit and investigative leads, as directed by the Agency.
- 2. Surveillance and Utilization Review (SUR).
  - a. The Contractor shall perform all the required surveillance and utilization review tasks. The Contractor shall, at a minimum:
    - i. Produce standard SUR parameters demonstrating statistical outliers on multiple parameters to include:
      - a) Provider profiles by peer group.
      - b) Service recipients.
      - c) Cost, quality of care, and/or other metrics.
    - ii. Analyze Member service utilization and provider billing patterns

- a) Profile all Members and providers.
      - b) Produce exception reports to include ranking and outliers.
    - iii. Ensure analytics adheres to Agency's policies and procedures.
    - iv. Review analytic results with Agency's policy subject matter experts prior to finalizing the findings.
    - v. Generate reports on a quarterly basis to identify benchmarks and continually adjust to norms of behavior.
    - vi. Expand the parameters of interest to also identify outliers unique to capitated care.
  - b. SUR Cost Avoidance and Recoveries.
 

In calculating recoveries resulting from SURs and provider review activities, the Contractor shall delineate the following:

    - i. Measurable and quantifiable recoveries, which are actual recoupments made and money received.
    - ii. Cost avoidance opportunities which identify potential future expenses of the Medicaid program.
3. Program Vulnerability Assessment.
 

The Contractor shall perform an ongoing Program Vulnerability (PV) assessment on an annual basis to identify actionable, high-value vulnerabilities that will produce a measurable return on investment. The PV assessment shall encompass a wide range of reviews, including data processing policies, payment policies, benefit program designs, provider enrollment and screening processes, and program operations. Duties include:

  - a. Present, in person or virtually, the vulnerability assessment and algorithm work plan to the Agency for review and approval prior to performing the analysis by January of each year.
  - b. Conduct an assessment utilizing at least one year of FFS data and encounter claims. This analysis will identify FFS and managed care payments that did not follow required edits or are flagged for further review by the Vulnerability Assessment algorithms resulting in a gap analysis and recommendations for improvement.
  - c. Review vulnerabilities after mapping benefit plans of each of the three MCPs. This will identify whether the MCPs are making payments in accordance with its benefit plans.
  - d. Present, in person or virtually, a draft assessment to the Agency SMEs by April 30th each year. Once reviewed by SMEs, the Contractor shall make all necessary revisions and present, in person or virtually, the revised draft for concurrence.
  - e. Submit final draft version by June 30th each year once the final draft is reviewed by the SMEs and revisions have already been made prior to presenting the final version to leadership.
  - f. Present, in person or virtually, the final report to Agency Leadership by end of August each year.
4. Data Mining Activities.
  - a. The Contractor shall use the results of the PV Assessment to prioritize algorithms for data mining.
  - b. The Contractor shall configure algorithms for Iowa's Member and provider data and populations, with a focus on identifying overpayments caused by fraud, waste, and abuse.
    - i. On a quarterly basis, the Contractor shall present, in person or virtually, and discuss data mining results related to Member eligibility for Medicaid.
    - ii. On a quarterly basis, the Contractor shall present, in person or virtually, and discuss data mining results related to provider data for Medicaid

- c. The Contractor shall use algorithms to score providers and beneficiaries on past behavior and gauge their likelihood of creating PI problems.
  - d. The Contractor shall run specialized algorithms to mine the data for highest priority vulnerabilities to maximize the Agency's return on its investment through this contract.
    - i. On a quarterly basis, the Contractor shall present, in person or virtually, and discuss a data mining result related to Fee-for-Service claims.
    - ii. On a quarterly basis, the Contractor shall present, in person or virtually, and discuss a data mining result related to managed care encounter claims.
  - e. The Contractor shall identify algorithms to detect the most high-value targets.
  - f. The Contractor shall identify opportunities for future cost avoidance as well as overpayments for recovery.
  - g. When delivering targets developed from analytics, the Contractor shall provide written reports with the information needed to support the identified overpayments or other suspected fraud abuses.
  - h. The Contractor shall focus on the most credible leads and potential recoveries, thus minimizing the effort doing desk and field audits.
  - i. The Contractor shall develop and run new algorithms monthly based on national trends.
5. Provider Surveillance Services
- a. The Contractor shall use advanced analytics and expertise to identify the riskiest of Iowa's currently enrolled providers. The Contractor shall integrate external data from multiple sources and link it to Iowa's data to rank providers for further investigation.
  - b. The Contractor shall run monthly exclusion checks as required by 42 CFR §455.436
    - i. License Checks: The Contractor shall integrate Iowa licensed providers' state licensure information provided by the Agency into provider surveillance to enhance the risk calculation and ensure that Iowa licensed providers have a valid license as per 42 CFR 455.
    - ii. Death Registry Checks: The Contractor shall integrate any Iowa provided vital statistics information provided in a mutually agreeable format from the Agency to verify that providers are not deceased. In addition, the Contractor shall utilize the Social Security Administration's Death Master File and the Provider Enrollment and Chain/Ownership System (PECOS) to check for death information, thereby exceeding the requirements of 42 CFR 455 et seq.
    - iii. Medicare Exclusion Database: The Contractor shall follow existing processes to match the MED file to databases and provide reports each month with "hits."
    - iv. Any other state and federal sources as directed by the Agency.
    - v. The Contractor shall integrate provider sanctions and incarceration data sources into the Provider Risk Assessment Profile.
6. Encounter Data Analytics
- a. The Contractor shall conduct encounter data analysis at the direction of the Agency's Encounter Data Officer to validate and ensure accuracy of the encounter data being submitted by the managed care entities.
  - b. Within the first six months of operations, the Contractor shall develop a plan to perform ongoing analysis of electronic visit verification systems to assess data integrity and accuracy of payment. The plan to evaluate payment accuracy must include a plan for conducting audits and additional oversight of mitigation strategies to resolve any findings and be approved by the Data Governance Bureau Chief.
  - c. The Contractor shall provide ongoing data analysis, validation, and verification of electronic visit verification data.

- d. The Contractor shall reconcile the program integrity overpayment recoveries collected by the MCPs with the encounter data submitted.
- e. The Contractor shall work with the Agency to address any discrepancies due to the reconciliation of the program integrity overpayment recoveries.
- f. The Contractor shall track and report program integrity findings to the Agency monthly.

7. Cost Avoidance Analysis.

The Contractor shall support the Agency's needs for comprehensive analysis of the impact of fraud, waste, and abuse in the Medicaid program and opportunities for cost avoidance.

The Contractor shall:

- a. Develop analytic reports to measure performance of each MCP in compliance with industry standard and federally mandated edits and audits, such as NCCI, Medically Unlikely Edits, Inpatient Procedures and CPT guidelines.
- b. Evaluate the results of data analytics performed by each MCP and the Contractor and make recommendations for policy improvement.
- c. Report on MCP compliance with portions of the State Medicaid Plan and industry best practices pertaining to access to care.
- d. Assess the impact of federal PI initiatives on the Iowa Medicaid program.
- e. Recommend new policies for the Agency's consideration, as warranted.
- f. Review data to indicate the appropriateness of Capitation Payments with a focus on benefit compliance and ineligible recipients.
- g. Set forth the frequency of cost avoidance analysis activities in the PI work plan.

8. Ad Hoc Reports.

The Contractor shall analyze data and produce reports as requested by the Agency. Such reports shall be prepared at no additional cost to the Agency.

9. Home and Community Based Services (HCBS) Performance Measures.

For HCBS and habilitation waivers, the Contractor shall perform and report financial accountability analysis in accordance with the approved 1915c waiver applications.

E. Payment Error Rate Measurement (PERM).

- 1. The Contractor shall support the Agency during the PERM review. Contractor duties include, but are not limited to:
  - a. Participate in all CMS facilitated PERM review meetings.
  - b. Monitor State Medicaid Error Rate Findings (SMERF) system for PERM error findings.
    - i. Perform claims research to dispute error finding(s) and reach out to providers when appropriate.
    - ii. Monitor for provider nonresponse to record request and reach out to the provider to obtain records.
    - iii. Refer all non-compliant medical record requests to the Agency for further action.
  - c. Identify the need for Corrective Action Plans (CAPs) from providers with an identified PERM error.
  - d. Issue demand letters to recover any CMS identified overpayments as a result of the PERM error findings.
  - e. Provide education to providers who have been identified with a PERM error.
  - f. Track and report the status of the CAPs and recovery efforts to the Agency.

F. Outcomes Improvement Initiatives

- 1. In accordance with the Agency-approved outcomes improvement plan, on an annual basis the Contractor shall propose initiatives that target improving program outcomes, in alignment with the Medicaid strategic plan. This includes but is not limited to:

- a. Research program integrity activities to identify the features of policy design and implementation associated with success.
  - b. Propose pilots to test novel strategies or improvements to existing strategies.
  - c. Propose actionable initiatives that improve member outcomes, including details on how to structure required activities.
  - d. Create and maintain decision documents to capture details, including pros, cons, estimated level of effort, and cost, of the proposed initiatives to help inform Agency decisions on which initiatives to invest in.
  - e. Create meaningful metrics to measure performance of initiatives.
  - f. Facilitate meetings with Medicaid leadership to walk through the initiatives.
  - g. Log and track decisions.
2. If the Agency elects that the Contractor complete work to implement recommended outcomes improvement initiatives, Contractor duties include but are not limited to:
    - a. Solicit input and feedback from stakeholders, as determined by the Agency.
    - b. Pilot approved initiatives.
    - c. Monitor and report progress on a quarterly basis.
    - d. Implement strategies determined to be effective and that demonstrate outcomes achievement.

#### 1.3.1.4 Contract Turnover Phase.

Within this final phase of the Contract, the Contractor shall turn over operations to a new contractor or the Agency near the end of the Contract term. This phase is activated when either the Agency enters into a contract with a new entity (such as a newly awarded contractor) and begins the process of transferring responsibility for operations to that entity; or the Agency informs the Contractor that the Contract will be ending. Once the turnover phase begins, the Contractor shall:

- A. Fully cooperate and collaborate with the Agency and new entity.
- B. Develop and comply with a turnover plan detailing the activities and timelines necessary to transfer responsibility for operations to the new entity within 30 days of Agency request, and subject to Agency approval. The turnover plan shall include at minimum:
  1. Proposed approach to the turnover;
  2. Definition of each project activity;
  3. Sequence of activities;
  4. Identification of who is responsible for each project activity;
  5. Defined deliverables and outcomes;
  6. Timeframe in which each activity will be completed; and
  7. Identification of Agency responsibilities and expectations.
- C. Provide the required turnover services. This will include meeting with the incoming vendor(s) and devising work schedules that are agreeable for both the Agency and the incoming vendor(s).
- D. Provide knowledge transfer to the new entity in program integrity operations. Such knowledge transfer shall be completed at least one month prior to the end of the Contract.

#### 1.3.2 Performance Measures.

- A. The Contractor shall open a minimum of twenty (20) cases for provider reviews during each month. These include audits and investigations for FWA, managed care oversight audits of encounter claims, and HCBS program violation reviews.
  1. Performance Measure criteria:
    - a. Does Not Meet: 0 – 19 cases opened
    - b. Meets: minimum of 20 cases opened

2. All tips and notices received by the Contractor must be vetted within two (2) business days of receipt.
  3. All vetted tips must be opened for audits/investigation or referred to MCPs or MFCU within ten (10) business days. The Contractor shall close all tips and notices that are not opened or referred.
  4. The Contractor shall complete reviews within 90 calendar days for all open cases when all necessary documentation that is required has been received.
  5. The Contractor shall provide a summary report of active audits and investigations bi-monthly during the PI Operations meetings.
- B. The Contractor shall meet the following reporting timeframes:
1. Monthly Reports: Submitted by the 15<sup>th</sup> day of the month following the month being reported.
  2. Quarterly Reports: Submitted by the 15<sup>th</sup> day of the month following the quarter being reported.
  3. Annual Reports: Submitted by the 15<sup>th</sup> day of the month following the State Fiscal Year (SFY) end.
  4. Ad hoc Reports: The Contractor shall submitted ninety-five (95) percent of requested ad hoc reports within seven (7) calendar days of the request, or by the designated date/time requested by the Agency.
  5. External Stakeholder or Special Reports: The Contractor submitted a draft to the Agency for review thirty (30) calendar days prior to the release date for review and approval.
- C. For any performance falling below the agreed-upon performance standards, the Contractor shall explain the problem and identify the proposed corrective action to improve the rating within 10 business days of discovery. The Contractor shall:
1. Implement an Agency-approved corrective action plan within the agreed upon timeframe.
  2. Provide documentation to the Agency demonstrating that the corrective action is complete and meets Agency requirements.
  3. Meet the corrective action commitments within an agreed upon timeframe.
  4. Maintain Agency approved documentation of the methodology used to measure and report on all completed contract requirements and all performance standards, including sources of data used and enough detail for the Agency to replicate the stated results if need be.

### 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 Agency's representative will perform at minimum monthly desk monitoring of deliverables, reports, and results to determine the success of the Contractor.
  - The Agency's representative will sign-off on completed Scope of Work items, as needed, provide feedback on progress and determine if other measures are required to ensure achievement of items approved and documented.

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



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

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

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

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

#### **1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

#### **1.3.4.2 Payment Methodology.**

- A. The Contractor will be paid a fixed monthly amount for services rendered, in accordance with the pricing set forth in Special Contract Attachment 4.1 (i.e., the Cost Proposal).
  1. The Contractor shall submit all reports and supporting documentation showing it has met all requirements, deliverables and performance measures no later than the 15<sup>th</sup> day of the month following the month being reported. The Agency shall review all submitted documentation. Determination of whether requirements, deliverables and performance measures have been met is strictly and solely at the discretion of the Agency. The Agency will notify the Contractor of any performance concerns in a timely manner to allow for an opportunity to correct deficiencies prior to requesting an invoice. If the Agency determines the Contractor is in compliance, the Agency will request an invoice for 100% of the fixed monthly amount. If the Agency determines the Contractor is not in compliance, the Agency will request an invoice for 90% of the fixed monthly amount, withholding 10% for non-compliance.
  2. The Agency reserves the right to withhold an additional 5% of the fixed monthly amount if the Contractor fails to comply with all provisions within Section 1.3.1.1.A. In the event that the contractor fails to fill a key personnel position and the position remains vacant for a period of 30 days or more, the Agency reserves the right to permanently retain the withhold.
  3. Withholding of Final Payment. The Agency may withhold the last full monthly payment due at the end of the Contract until such time as the Contractor has fully completed all Turnover activities and completely closed out the Contract.

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

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

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

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

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

**1.4 Insurance Coverage.**

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

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

	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

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

**1.5.1 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). The document template is attached as Attachment 4.3.

**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)**

**1.7 (Reserved)**

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

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

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

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

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

<p><b>Contract Payments include Federal Funds? Yes</b>  <i>{The items below will be completed if the Contract includes Federal Funds}</i>  <b>The Contractor for federal reporting purposes under this Contract is a:</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.}</i>  <b>Federal Funds Include Food and Nutrition Service (FNS) funds?</b> <i>{To be completed when contract is drafted.}</i>  <b>DUNS #:</b> <i>{To be completed when contract is drafted.}</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></p>	
<p><b>Contractor a Business Associate? Yes</b></p>	<p><b>Contractor a Qualified Service Organization? Yes</b></p>
<p><b>Contractor subject to Iowa Code Chapter 8F? No</b></p>	<p><b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</b></p>

## **SECTION 4. SPECIAL CONTRACT ATTACHMENTS**

**Attachment 4.1 Pricing Schedule**

**Attachment 4.2 Agency-provided Facilities, Equipment, and Software**

**Attachment 4.3 Vendor Security Questionnaire**

## **Attachment 4.1: Pricing Schedule**

*(TBD)*

{To be completed when contract is drafted.}

## Attachment 4.2: Agency-provided Facilities, Equipment, and Software

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

- Shared office work space\* (on-site only)
- Telephones and telephone service
- Standard Agency Desktop PC or Laptop with docking station
- Keyboard and mouse
- HHS Network Access
- Software List (see table below)
- Access to HHS laptops for occasional use
- Printing, envelopes, and postage for correspondence directly related to the Iowa Medicaid Program
- HHS Standard Forms
- Access to storage (on-site only)
- Access to break rooms, restrooms, and conference rooms (on-site only)
- Internet Access (on-site only)
- Access to IME training equipment (on-site only)
- Access to shredding (on-site only)
- Access to copiers including copy supplies, network printers, and Fax (on-site only)

**Note:**

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

### Systems and Software List

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

Name of System/Software	Business Purpose
Adobe Acrobat	Reports
Appeals Information System (AIS)	HHS System for appeal tracking
Cisco VPN	Laptop secure connection to the HHS network
DataProbe	Program Integrity data warehouse platform and toolset fully populated with Iowa Medicaid FFS and MCP hospital, pharmacy, non-institutional provider services, dental, and mental health claims.
Death Master File	Provider enrollment

HHS Data Warehouse and Decision Support System	This system provides access to data for data analysis and decision-making capabilities. The DW/DS system maintains the most recent 10 years of claims data from the MMIS, as well as MCP encounter data. It's relational database includes the full claim record for adjudicated claims and other Member, provider, reference and prior authorization data from the MMIS.
Iowa Medicaid Portal Access (IMPA)	Secure HHS system for document uploads.
Institutional and Waiver Authorization and Narrative System (IoWANS)	LTSS case management system used by workers in the facility, HCBS waiver, and targeted case management programs in both processing and tracking applications, authorizations, and service plans.
Case IQ (formerly i-Sight Case Management)	Investigation case management and program reporting system that can store and track Program Integrity cases once they have been opened.
Microsoft Office 365 (Access, Excel, Powerpoint, Project, Publisher, Sharepoint, Visio, Word)	
Microsoft Windows 10 Enterprise Operating System	Operating system
Microsoft Outlook	Email and Calendar
Microsoft Teams	Video conferencing
MMIS	Medicaid information system (provider enrollment, claims)
OnBase Suite of Tools	Workflow and document management system used with call center operations, correspondence, and provide enrollment
PowerBI	Data visualization software
RightFax Utility Software	Fax utility software
Risk Assessment Tool (RAT)	Provider enrollment
Roxio CD/DVD Creator Basic	CD/DVD Creator
WinZip	Send/receive compress/ encrypted files



## Attachment 4.3: Vendor Security Questionnaire

To be completed by the apparent successful bidder

<b>Vendor Name:</b>	<b>Completed by:</b>	<b>Date Completed:</b>
		<b>Date Updated:</b>
<b>Reviewed by (HHS/DOM DoIT Use Only):</b>		
<b>Describe all areas of the vendor’s environment in which HHS data (hardcopy or softcopy) will be accessed, stored and/or processed (email, network shares, cloud, etc.):</b>		
<b>Describe the flow of data through the vendor’s environment:</b>		
<b>Question</b>	<b>Response</b>	
<b>Data Protection</b>		
1.	In what geographic location(s) will HHS data be stored?	
2.	From what geographic location(s) will vendor support be provided?	
3.	How does the vendor detect changes to the integrity or availability of HHS data and what measures are in place to ensure HHS data is not lost, modified or destroyed?	
4.	Define a security incident.	
5.	Describe the vendor’s incident response and reporting program. How does the vendor report incidents to HHS?	
<b>Cloud Service Providers</b>		
6.	Will HHS data be stored in the cloud?	

7.	Who is the cloud service provider?	
8.	Is the cloud service provider FedRAMP authorized and if so, what impact level?	
9.	If not FedRAMP authorized, specify the security framework for which the cloud service provider is certified.	
<b>Access Control</b>		
10.	Who has access to the systems providing HHS data and services? How is this access controlled?	
11.	What authentication method is required to access HHS data and applications (e.g. username and password)?	
12.	Which multi-factor authentication methods does the vendor support?	
13.	Does the vendor allow the use of personal devices for access to HHS data? Do you monitor for unauthorized devices on the network?	
14.	Does the vendor allow remote access? If so, how is this managed?	
15.	Specify the frequency vendor staff access to HHS data is reviewed.	
16.	Which access control methodology does the vendor support: Role-based access control (RBAC), mandatory access control (MAC), or discretionary access control (DAC)? Define how you meet this methodology.	
<b>Regulatory Compliance</b>		
17.	Is the vendor a HIPAA covered entity?	
18.	Is the vendor a business associate of HHS? If yes, does the vendor have downstream business associate agreements with subcontractors?	
19.	Define the vendor's HIPAA training. How frequency are vendor staff trained?	

20.	Define the vendor's security awareness training. How frequent are vendor staff trained?	
21.	Is the vendor audited or assessed by a third party? If yes, specify the security framework.	
22.	Explain how the vendor performs an information security risk assessment. What is the frequency?	
23.	Explain how the vendor manages their information security risk assessment program.	
<b>Business Continuity and Resiliency</b>		
24.	Does the vendor have a business continuity plan?	
25.	How often is the business continuity plan tested?	
26.	How does the vendor ensure HHS can continue doing business at all times, even if there is a catastrophic failure or natural or man-made disaster where HHS data or services are located?	
27.	What guarantees does the vendor provide for recovery time objectives (RTO) and recovery point objectives (RPO)?	
<b>Service and Data Integrity</b>		
28.	Is HHS data encrypted in transit? If so, specify the encryption algorithm and cipher strength. Who owns the encryption key?	
29.	Is HHS data encrypted at rest? If so, specify the encryption algorithm and cipher strength. Who owns the encryption key?	
30.	Are all devices used by vendor staff to access HHS information encrypted? Describe encryption methodology.	
31.	Specify the network security tools used to monitor data flow into the vendor's network for malware or cyber-attacks.	

32.	What tools and procedures does the vendor utilize for intrusion detection and at what frequency? How is this capability tested for functionality at the hardware, network, and database levels?	
<b>Multi-Tenancy</b>		
33.	How does the vendor separate HHS data and services from those of other clients?	
34.	In what ways could the vendor's other client's affect the quality of the service or service levels provided to HHS?	
35.	What resources will HHS share with other clients?	
<b>Infrastructure and Application Security</b>		
36.	Who owns and operates the vendor's data centers and what physical and environment security measures are in place?	
37.	What parts of the vendor's infrastructure are owned and operated by the vendor and what parts are obtained from a colocation service?	
38.	What standards are followed for hardening network equipment, operating systems, and applications?	
39.	Specify the tools used to perform vulnerability scans and the frequency. What is the timeframe to re-mediate high and critical findings?	
40.	Specify the frequency of third-party penetration tests to assess infrastructure security. Include the type of third-party report received.	
41.	What specifications does the vendor follow to purge data when equipment is retired or replaced? How does the vendor purge any resident HHS data?	
42.	Does the vendor utilize a web application for this service? If so, does the vendor follow the OWASP Top 10 List?	

Non-production Environment Exposure	
43.	Is production HHS data loaded to a test environment?
44.	How is the production data de-identified?