



## REQUEST FOR PROPOSAL (RFP)

### MEDICAID REVENUE COLLECTIONS AND ESTATE RECOVERY

MED-25-001

Issuing Officer:  
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**RFP Purpose.**

The purpose of this Request for Proposal (RFP) is to solicit proposals from the vendor community that will enable the Iowa Department of Health and Human Services (Agency) to select the most qualified contractor to perform Revenue Collections and Estate Recovery functions for the Iowa Medicaid and Healthy and Well Kids in Iowa (Hawki) programs.

Iowa Medicaid is the second largest insurer in the State of Iowa serving over 700,000 Iowans. Medicaid is funded by a blend of limited state and federal taxpayer dollars and has a significant responsibility to ensure that those taxpayer dollars are spent in a responsible manner that maximizes positive health outcomes and efficiency while also continuing robust oversight fraud, waste, and abuse (FWA). As part of that responsibility, it is crucial that Medicaid monitors the service expenditures.

**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.

**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):	<b>January 25, 2024</b>
Agency Issues RFP to Bid Opportunities Website	<b>January 27, 2024</b>
Bidder Letter of Intent to Bid Due By	<b>February 19, 2024 3:00 p.m.</b>
First Round Bidder Written Questions Due By	<b>February 19, 2024 3:00 p.m.</b>
First Round Agency Responses to Written Questions Issued By	<b>February 26, 2024</b>
Second Round Bidder Written Questions Due By	<b>March 4, 2024</b>
Second Round Agency Responses to Second Round Written Questions Issued By	<b>March 11, 2024</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>April 11, 2024 3:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>May 10, 2024</b>
Contract Negotiations and Execution of the Contract Completed	<b>June 1, 2024</b>
Anticipated Start Date for the Provision of Services	<b>July 1, 2024</b>

## Section 1 Background

### Legal Authority

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

Section 1902(a)(25) of the Act establishes the third-party liability (TPL) requirements with which the state plan for medical assistance must comply. Regulations and procedures for implementing these regulations are further defined in [42 C.F.R. part 433 subpart D](#); [Chapter 3 Section 3900 of the State Medicaid Manual](#); and [Iowa State Plan section 4.22](#).

[Section 1912 of the Act](#) establishes requirements related to assignment of rights for payment. Regulations and procedures for implementing Estate Recovery regulations are further defined in [Iowa Code § 249A.5](#).

[Section 1917 of the Act](#) governs liens, adjustments and recoveries, and transfers of assets related to medical assistance paid or to be paid on the recipient’s behalf under the state plan. Regulations and procedures for implementing these regulations are further defined in [42 C.F.R. § 433.36](#), [Iowa Code § 249A.6](#), and [Iowa State Plan section 4.17](#) and Attachment 4.17-A.

### Iowa Medicaid Overview

The Iowa Department of Health and Human Services (Agency) 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 business unit, the Iowa Medicaid. The Agency is also responsible for Iowa’s Children’s Health Insurance Program (CHIP) which includes Healthy and Well Kids in Iowa (Hawki).

On April 1, 2016, Iowa Medicaid transitioned to a managed care system, known as IA Health Link. 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.

### Iowa Medicaid Coverage Groups and Corresponding Programs

There are three (3) Iowa Medicaid coverage groups and corresponding programs: IA health Link, Medicaid Fee-For-Service (FFS), and Hawki. Information regarding these programs is found at this link: <http://dhs.iowa.gov/sites/default/files/Comm020.pdf>. (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. Furthermore, the Agency will not recognize a three-month retroactive eligibility period except for the following populations:

- Effective November 1, 2017, pregnant women (and during the 60-day postpartum period) and infants under one year of age.
- Effective July 1, 2018, residents of nursing facilities licensed under Iowa Code Chapter 135C.
- Effective January 1, 2020, children under 19 years of age.

The Agency operates in an MCO passive enrollment process. Passive enrollment means the State assigns and enrolls Members into a managed care plan without offering an “up front” plan selection period. This is often referred to as an “auto-assignment process”. Once assigned, the Member will have opportunities to change plans.

Beginning July 1, 2017, the Agency combined dental benefits for all adult enrollees into a Dental Wellness program, delivered via prepaid ambulatory health plans (PAHPs). In addition, the Agency provides children dental coverage through various packages. Iowa Medicaid kids receive comprehensive dental coverage on an FFS basis and Hawki children receive dental coverage through a PAHP. Hawki also has a dental-only program for children with third-party liability (TPL).

The Agency developed and published a dashboard that displays Iowa Medicaid applicant and Member statistics. This dashboard has different configuration abilities that allow the user to see various applicant and Member trends beginning State Fiscal year 2017. Vendors that wish to see additional statistical information regarding the Iowa Medicaid applicant or Member population are encouraged to visit this dashboard located at [https://hhs.iowa.gov/dashboard\\_welcome](https://hhs.iowa.gov/dashboard_welcome).

### **Current Agency Environment**

Iowa Medicaid is a collaboration of third-party professional and system services contractors and Agency staff. The Agency’s Medicaid staff consists of 96 employees. Agency staff provide program and policy guidance, oversight, and contract monitoring to ensure access, cost effectiveness, and quality. To support the Iowa Medicaid structure, the Agency’s contractors execute the majority of the Medicaid program business functions under a performance-based structure.

Iowa Medicaid currently has Core MMIS, Pharmacy Point of Sale (POS), and Program integrity (SURS) vendors who provide what CMS would consider a system of or subsystem of Iowa Medicaid. At the core of Iowa Medicaid is MMIS, a mainframe application hosted within the State’s data center, used primarily for batch processing claims and processing various file updates. Iowa Medicaid’s MMIS is built around subsystems that organize and control the data files used to process claims and provide reports. The MMIS contains standard subsystems such as: Recipient, Provider, Claims, Reference, Management and Administrative Reporting (MAR), Managed Care and Third-Party Liability (TPL), as well as supporting Medically Needy and Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) subsystems. The Core MMIS contractor provides, per contractual requirements, an Electronic Data Interchange (EDI) system and support services, and imaging/scanning solutions.

Additionally, the Agency leverages systems and applications to provide automated access to and/or support for information within the MMIS and Agency business processes. These systems are internally developed and hosted within the State’s data center by the State of Iowa’s Division of Information Technology (DoIT). They include:

- Data Warehouse/Decision Support (DW/DS) system provides data analysis and decision - making capabilities and access to information, including online access to flexible, user-friendly reporting, analysis, and modeling functions. Agency staff and contractors use the DW/DS system while DoIT provides technical support and assistance in developing queries and reports to fulfill the analytical needs for Iowa Medicaid. The DW/DS system provides Iowa Medicaid users with the flexibility to produce reporting without MMIS reprogramming in acceptable formats that do not require manual intervention or data manipulation. The DW/DS

system also maintains the most recent 10 years of claims data from the MMIS. The DW/DS system's relational database includes the full claim record for adjudicated claims and other Member, provider, reference, prior authorization, and encounter data from the MMIS.

- Eligibility Verification Information System (ELVS) performs three primary request and response functions for providers and other authorized users:
  - Recipient eligibility request and response;
  - Claims status request and response; and
  - Provider summary request and response.

The system contains a telephone voice and touch-tone response component and a web portal.

- Institutional and Waiver Authorization and Narrative System (IoWANS) is the Agency home and Community Based Services (HCBS) workflow and slot management system. It assists workers in the facility, HCBS waiver, and targeted case management programs in both processing and tracking applications and authorizations through approval or denial. The IoWANS application is currently used by Income Maintenance Workers (IMWs), case managers, Quality Improvement Oversight (QIO) contractor staff, child health specialty clinics, transition specialists, financial management service authorization staff, Member and provider customer service representatives, and Agency policy staff. It provides authorized users workflows and access to information about a Member. IoWANS also retains data on provider types and the services they are allowed.
- Iowa Medicaid Electronic Records Systems (I-MERS) is a web-based tool that allows treating providers electronic access to up-to-date information about all claims submitted to Iowa Medicaid for all current eligible Medicaid Members. It is used by treating providers to access critical claim information for medical procedures, and other medical care that eligible Medicaid Members have received. I-MERS also assists providers in caring for Members, coordinating their care, reducing costly duplicated services, and assisting in maintaining high quality care for Medical Members.
- Iowa Medicaid Portal Access System (IMPA) provides access to a wide range of business functions from viewing and downloading remittance advices to uploading documents for provider reenrollment and critical incident reporting. Managed Care Organizations and Iowa Medicaid Member Services use IMPA to view eligibility, enrollment, and LTSS information that is specific to a Member. The source of this data originates from OnBase, Iowa Automated Benefits Calculation (IABC), DW/DS, and Worker Information System Exchange (WISE).
- Medicare buy-in (Buy-In) system displays Medicare Parts A and B buy-in information and history.
- Premium Payment System (PPS) creates invoices for billing and processes payments received from Members. Member Services uses the system to assist Members who inquire about payments and apply for hardships as needed.
- Title XIX system is primarily a translator for the MMIS, transforming data from other medical systems into a consumable format for the MMIS. Moreover, TXIX acts as a part of the eligibility enrollment process by choosing the most advantageous plan for new Members. TXIX captures eligibility data from the Eligibility Integrated Application Solution (ELIAS), Medicaid Presumptive Eligibility Portal (MPEP), Family Planning Program (FPP), and IABC systems, runs through a hierarchy, and then sends it to MMIS.

A summary of professional and system services contracts and their primary business functions are listed in Table 1.

## **Iowa Medicaid Mission and Vision**

Iowa Medicaid's Mission:

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

Iowa Medicaid's Vision:

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



**Table 1: Iowa Medicaid Primary Business Functions**

Contract	Business Functions	
<b>Member Management, Consumer Assistance, and Eligibility Help Desk Services</b> (including Member Services, HHS Contact Center, and Hawki)	<ul style="list-style-type: none"> <li>• Member Enrollment/ Enrollment Broker</li> <li>• Member, HHS Contact, and Hawki Call Centers</li> <li>• Member Outreach</li> <li>• Managed Care Liaison</li> </ul>	<ul style="list-style-type: none"> <li>• Application and Renewal Assistance</li> <li>• Support ELIAS Level 1 Help Desk/Ticketing</li> <li>• Consumer Assistance for Program Eligibility Requirements</li> </ul>
<b>Program Integrity</b>	<ul style="list-style-type: none"> <li>• PI System and Database</li> <li>• Data Analytics and Program Analysis</li> <li>• Surveillance and Utilization Review</li> <li>• Encounter Data Quality</li> <li>• MCO Oversight</li> <li>• PERM Project</li> </ul>	<ul style="list-style-type: none"> <li>• Medical Necessity Reviews, Audits, and Payment Recovery</li> <li>• Referrals to Department of Inspections and Appeals (DIA)</li> <li>• CHIPRA and Adult Medicaid Quality Measure Reporting</li> <li>• Ad Hoc Reports</li> </ul>
<b>Provider Cost Audit and Rate Setting Services</b>	<ul style="list-style-type: none"> <li>• Provider Cost Audits</li> <li>• Provider, Nursing Facility, and LTC Rate Setting</li> </ul>	<ul style="list-style-type: none"> <li>• Provider Cost Settlements</li> <li>• Drug Pricing and Pharmacy Reimbursement Methodologies</li> </ul>
<b>Provider Services</b>	<ul style="list-style-type: none"> <li>• Provider Call Center</li> <li>• Provider Enrollment and Credentialing</li> </ul>	<ul style="list-style-type: none"> <li>• Provider Outreach, Education and Training</li> <li>• Provider Publications</li> </ul>
<b>Quality Improvement Organization Services</b> (including Medical Services and HCBS QA)	<ul style="list-style-type: none"> <li>• Medical Support</li> <li>• Utilization Management</li> <li>• Claims Pre-Payment Review</li> </ul>	<ul style="list-style-type: none"> <li>• HCBS Quality Oversight</li> </ul>
<b>Revenue Collections and Estate Recovery Services</b>	<ul style="list-style-type: none"> <li>• Third Party Liability Recovery</li> <li>• Pay and Chase</li> <li>• Yield Management</li> <li>• Provider Overpayment and Credit Balance Recovery</li> </ul>	<ul style="list-style-type: none"> <li>• Hawki data match</li> <li>• Estate Recovery Services</li> <li>• Provider Withholds and Tax Offsets</li> <li>• Stale Dated Checks</li> <li>• Bank Deposits</li> </ul>
<b>Core MMIS Services</b>	<ul style="list-style-type: none"> <li>• FFS Claims Processing</li> <li>• MMIS Support</li> <li>• EDI Services</li> <li>• Capitation Payment Processing for MCO, Dental Wellness, Hawki and NEMT</li> </ul>	<ul style="list-style-type: none"> <li>• Imaging</li> <li>• Workflow and Document Management</li> <li>• Mailroom and Courier Services</li> <li>• Spend-down</li> </ul>
<b>Pharmacy Point-of-Sale System</b> (including Pharmacy Medical Services)	<ul style="list-style-type: none"> <li>• Pharmacy Claims Adjudication</li> <li>• Drug-Drug Interaction Management</li> <li>• Retro drug Utilization Review</li> <li>• Pharmacy Prior Authorization</li> </ul>	<ul style="list-style-type: none"> <li>• Pharmacy Prior Authorization Management</li> <li>• Preferred Drug List and Supplemental Rebate Program</li> </ul>
<b>Ancillary DoIT Systems</b> (these are State, not contracted, systems, but including here to show the Medicaid business functions)	<ul style="list-style-type: none"> <li>• Historical MCO Data Retention</li> <li>• Historical Fee-for-Service and Hawki Data Retention</li> <li>• Historical Provider Data Retention</li> <li>• Maintenance and Assistance Status/ Basis of Eligibility</li> <li>• Data Marts</li> </ul>	<ul style="list-style-type: none"> <li>• Historical Member Data Retention</li> <li>• Agency Data Quality Measures</li> <li>• Agency Data Quality Standards</li> <li>• Other Federal Reporting</li> <li>• Premium Payments (including Hawki)</li> </ul>

## **Agency Vision**

The Agency's goal through this procurement is to add value for Medicaid Members, providers, and other stakeholders, while supporting administration of the Medicaid program. Additionally, since the transition to managed care, the Agency has refocused its efforts on delivery system reform and oversight of managed care. In this effort, the Agency seeks vendors who will bring strategic solutions, processes, and business operations that can operate within the Agency's culture of continuous process improvement and proactive analysis. The goal of which is to support quality assurance activities that lead to effective oversight of the various delivery systems.

## **1.2 RFP DEFINITIONS.**

### **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**

**"Cloud Computing"** means for security and privacy requirements, the Agency follows the National Institute of Standards and Technology (NIST) definition of cloud computing as "a model for enabling networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." NIST has identified five essential characteristics of cloud computing: on-demand service, broad network access, resource pooling, rapid elasticity, and measured service.

Types of service models are:

1. *Software as a Service (SaaS)*: The capability provided to the Agency to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g. web-based email). The Agency does not manage or control the underlying cloud infrastructure including network servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user specific application configuration settings,
2. *Platform as a Service (PaaS)*: The capability provided to the Agency is the ability to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The Agency does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly applications hosting environment configurations, an

Cloud computing is defined as having several deployment models, each of which provides distinct trade-offs for agencies which are migrating applications to a cloud environment. NIST defines the cloud deployment models as follows:

1. *Private cloud.* The cloud infrastructure is operated solely for an organization. It may be managed by the organization or a third party and may exist on premise or off premise.
2. *Community cloud.* The cloud infrastructure is shared by several organizations and supports a specific community that has shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be managed by the organizations or a third party and may exist on premise or off premise.
3. *Public cloud.* The cloud infrastructure is made available to the general public or a large industry group and is owned by an organization selling cloud services.
4. *Hybrid Cloud.* The cloud infrastructure is a composition of two or more clouds (private, community, or public) that remain unique entities but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

### **1.3 SCOPE OF WORK**

#### **1.3.1 Deliverables**

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

- Section 1: SPECIAL TERMS
- Section 2: GENERAL TERMS FOR SERVICES CONTRACTS (including Deliverables, Performance Measures, and Contract Payment Methodology)
- 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:

#### **Traci McCaughey**

Hoover State Office Building  
Iowa Department of Health and Human Services/Iowa Medicaid  
1305 E Walnut  
Des Moines, IA 50309-1833  
[RFPMED-25-001@dhs.state.ia.us](mailto:RFPMED-25-001@dhs.state.ia.us)

### **2.2 RESTRICTION ON BIDDER COMMUNICATION.**

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

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

### **2.3 DOWNLOADING THE RFP FROM THE INTERNET.**

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

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

Materials available electronically include:

- Iowa’s Medicaid Strategic Plan
- Medicaid program information
- Agency telework policy
- Current standard operating procedures
- Current contract and amendments
- Sample monthly report templates

### **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 CLARIFICATIONS, 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 Office 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).
- 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>.

### **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);
- 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; or
- 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 INFORMATION.**

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.**

**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 <b>limited to 200 pages</b> . 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 flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and two 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>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory 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</li> </ul>

Subject	Specifications
	<p>allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</p> <ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The 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.**

The Bidder shall address each deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the

Bidder's planned approach to meeting each contractor Deliverable immediately after restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach and should not merely repeat the Deliverable.

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

**Note:**

Responses to Deliverables shall be in the same sequence as presented in the RFP.

- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each evaluated separately.

The Bidder shall also include the following documents:

**3.2.3.2 Attachment G: Bidder Proposal Form**

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

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

**3.2.3.3 Special Submissions**

The Bidder should also provide behind Tab 4 draft project work plans detailing activities and timelines, that include:

- A. Transition Plan
- B. Systems Implementation Plan
- C. Operations Plan
- D. Reporting Plan

**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;
- K. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- L. Contact information for the client's project manager including address, telephone number, and email address.

#### 3.2.4.3 Letters of Reference

Provide Letters of Reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that references are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

#### 3.2.4.4 Subcontractor Management

Provide a 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.

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

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

- A. Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- B. Include names of the current board of directors, or names of all partners, as applicable.
- C. 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.

- A. 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.

- B. 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.

**3.2.5.5 Special Submissions.**

The Bidder should also provide behind Tab 4 the following information:

- A. Proof of licensure for Estate Recovery and Trust Operations staff.

**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:

**3.2.6.1** Release of Information Form

**3.2.6.2** Primary Bidder Detail & Certification Form

**3.2.6.3** Subcontractor Disclosure Form (one for each proposed subcontractor)

**3.2.6.4** Certification and Disclosure Regarding Lobbying

**3.3 COST PROPOSAL**

**Content and Format**

The Cost Proposal shall be submitted using the pricing workbook set forth in Attachment F located on the procurement website. 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.

**4.3.1 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.

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

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

<b><u>Technical Proposal Components</u></b>	<b><u>Weight</u></b>	<b><u>Score (0-4)</u></b>	<b><u>Potential Maximum Points</u></b>
<b>Bidder's Approach to Meeting Deliverables ~ 60%</b>			
General Obligations (Attachment H - Section 1.3.1.1)			
A. Staffing	10		40
B. System and Software Requirements	10		40
C. Quality Assurance/Quality Improvement	10		40
D. Performance Reporting and Corrective Actions	10		40
E. Receipt of Checks and Bank Deposits	10		40
F. Insurance Carrier Files and Data Use Agreements	10		40
G. Requests For Information	5		20
H. Centralized Email Mailboxes, Chat Instances (Teams), and Telephone Lines	10		40
I. Branding	5		20
Transition Phase (Attachment H – Section 1.3.1.2)	25		100
Revenue Collections Operations (Attachment H – Section 1.3.1.3)			
A. Third Party Liability	16		64
B. Third Party Liability Recoveries	16		64
C. Premium Payment Processing	16		64
D. Provider Overpayments (Credit Balance)	16		64
E. Provider Withholds	16		64
Insurance Data Match for the Hawki Program (Attachment H – Section 1.3.1.4)	80		320
Estate Recovery and Trust Operations (Attachment H – Section 1.3.1.5)			
A. Estate Recovery	30		120
B. Trust Monitoring	25		100
C. Trust Recovery	25		100
Outcomes Improvements Initiatives (Attachment H – Section 1.3.1.6)	75		300
Contract Turnover (Attachment H – Section 1.3.1.7)	25		100
Attachment G: Bidder Proposal Form			
➤ Question 1	30		120
➤ Question 2	30		120
➤ Question 3	30		120
➤ Question 4	30		120
➤ Question 5	30		120
➤ Question 6	30		120
<b>Bidder's Background (Section 3.2.4) ~ 10%</b>	100		400
<b>Personnel (Section 3.2.5) ~ 10%</b>	100		400
<b>Total Potential Score</b>	<b>825</b>		<b>3,300</b>

#### 4.3.3 Scoring of Cost Proposal Pricing.



Attachment F: Cost Proposal pricing will be the amount listed as the “Grand Total for the Entire Project”. 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 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: 900**

**Total Points Possible for Technical and Cost Proposals: 3,300 + 900 = 4,200**

#### ***4.4 RECOMMENDATION OF THE EVALUATION COMMITTEE.***

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

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 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 Bid. 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>UEI #:</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**

**A. 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.

**B. 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.

**C. 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.)*

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

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

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

**B. 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.

#### **C. 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.

#### **D. 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.

#### **E. 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.

## **F. 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**

### **Instructions**

This document provides questions and prompts for the Bidder to provide additional detail that will help the Agency understand and evaluate the Bidder's approach.

Exhibits or attachments should be clearly labeled for ease of reference and provided as separate documents. This form and related exhibits or attachments should be limited to 250 pages. Please see RFP Section 3.1 Bid Proposal Formatting for more information.

Throughout your response, please demonstrate why you are well suited to perform the services contemplated under this RFP, support Iowa's Medicaid strategic plan, and achieve the outcome and key objectives identified in the RFP Purpose section.

### **Notes:**

- 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.

### **Questions and Prompts**

1. Please explain your approach to staffing up and retaining sufficient staff to meet the deliverables outlined in the scope of work throughout the life of this engagement.

Bidder Response:

2. Please explain your approach to successful teaming with Medicaid state staff, other Medicaid business units, and external stakeholders such as providers.

Bidder Response:

3. Describe your approach to reporting, including:
  - a. Ensuring quality data is reported in a timely fashion;
  - b. Your approach to data quality assurance; and
  - c. Your ability to adjust to dynamic and ad hoc data and reporting requests as may be required by the Agency.

Bidder Response:

4. Due to the nature of Revenue Collections, Third-Party Liability, Estate Recovery, and compliance work, attention can become narrowly focused on repetition of existing processes and procedures. What are some innovative approaches you would propose (and how you would plan to implement them) to create successful program outcomes?

Bidder Response:

5. How do you plan to administer Iowa's estate recovery program in accordance with Iowa law?

Bidder Response:

6. One of Iowa Medicaid's strategic objectives is to modernize by integrating modern technology solutions. To collect, match, and confirm Member-related information, the successful Vendor is required to have an information technology system. How do you propose staying aligned with Medicaid when extracting and sharing data with Medicaid systems as they evolve and improve during the life of the contract?

Bidder Response:

## 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-25-001	<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 <i>{To be completed when contract is drafted.}</i>	<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> <i>{To be completed when contract is drafted.}</i> <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> No	<b>Security &amp; Privacy Office Data Confirmation Number:</b> <i>{To be completed when contract is drafted.}</i>
<b>Contract Include Sharing SSA Data?</b> No	<b>DoIT Number:</b> <i>{To be completed when contract is drafted.}</i>
<b>Contractor a Business Associate?</b> Yes	<b>Contractor a Qualified Service Organization?</b> Yes
<b>Contractor subject to Iowa Code Chapter 8F?</b> No	<b>Contract Contingent on Approval of Another Agency:</b> Yes
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	

**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.

**“Business Hours”** means 8:00 AM thru 5:00 PM Central Time, Monday through Friday, excluding State holidays.

**“Coordination of Benefits Agreement”** or **“COBA”** is a file that standardizes the way that eligibility and Medicare claims payment information within a claims crossover context is exchanged with CMS.

**“EPSDT”** is the Early and Periodic Screening, Diagnosis, and Treatment benefit that provides comprehensive and preventive health care services for children under age 21 who are enrolled in Medicaid.

**“Healthy Behaviors”** are actions Members must complete in order to continue receiving free coverage under the Iowa Health and Wellness Plan after the first year of coverage. These actions include completing a health risk assessment and a wellness exam. More information can be found at this link: <http://dhs.iowa.gov/ime/about/iowa-health-and-wellness-plan/healthybehaviorsprogram>.

**“HIPP”** is the Health Insurance Premium Payment program.

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

**HCBS Waiver Programs.** Under HCBS waiver programs, Iowa can waive certain Medicaid program requirements, allowing the State to provide care for people who might not otherwise be eligible under Medicaid. Through the following 1915(c) waivers, Iowa targets services to people who need LTSS:

- AIDS/HIV
- Brain Injury
- Children’s Mental Health
- Elderly
- Health and Disability
- Intellectual Disability
- Physical Disability

**HCBS Non-waiver Programs** include:

- Habilitation Services – State Plan 1915(i) program
- Home Health program (including EPSDT private duty nursing/personal cares)
- Hospice program
- Money Follows the Person (MFP) program
- Program of All-inclusive Care for the Elderly (PACE) program

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

**“Iowa Health and Wellness Plan”** or **“IHAWP”** provides comprehensive health coverage at low or no cost to lowans between the ages of 19 and 64, who have an income that does not exceed 133 percent of the federal poverty level, and who are not otherwise eligible for Medicaid or Medicare. The majority of IHAWP Members are enrolled in managed care.

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

**“MEPD”** is the Medicaid for Employed People with Disabilities program.

**“Service Organization Control 2”** or **“SOC 2”** means the internal controls at the third-party service relevant to security, availability, processing integrity, confidentiality, or privacy for a company to receive SOC 2 certification, it must have sufficient policies and strategies that satisfactorily protect the client’s data.

## **1.2 CONTRACT PURPOSE.**

The parties have entered into this Contract for the purpose of retaining the Contractor to provide Revenue Collections and Estate Recovery functions and other related services for the Iowa Medicaid program.

## **1.3 SCOPE OF WORK.**

### **1.3.1 Deliverables.**

The Contractor shall provide the following:

#### 1.3.1.1. General Obligations

##### A. Staffing

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

- a. *Account Manager.*

Responsible for the overall service delivery of the team, complying with contractual requirements and meeting the Agency’s expectations. The Account Manager shall be responsible for Contract compliance and general project oversight. The Account Manager shall represent the Contractor and be the primary liaison with the Agency. Minimum qualifications include:

- i. Three years of experience in account management or major supervisory role for a government or private sector as a healthcare payer, including a minimum of three years of experience in a state of equivalent scope to Iowa.
- ii. Bachelor’s Degree or at least 4 years relevant experience to the position.
- iii. Previous management experience with Medicaid, specifically in third party liability, recoveries, and knowledge of HIPAA rules and requirements is desired.

- b. *Transition Manager.*

Responsible for facilitating all planning and operational readiness activities necessary to ensure a successful transition. This position will no longer be required once the Contractor has successfully transitioned to operations. The Transition Manager may also serve as the Account or Operations Manager. Minimum qualifications include:

- i. Three (3) years of experience in account management or major supervisory role for government or in the private sector as a healthcare payer or provider.
- ii. Bachelor’s Degree or equivalent relevant experience to the position.

- c. *Operations Manager.*  
Responsible for day-to-day project management and supervision. Minimum qualifications include:
  - i. Four years of experience managing third party liability operations in a healthcare environment similar in scope and volume to the Iowa Medicaid Program. The experience shall include third party liability identification and verification, recoveries, quality management, and knowledge of HIPAA rules and requirements.
  - ii. Bachelor's Degree or equivalent relevant experience to the position.
- 2. Named key personnel shall:
  - a. Be committed to the project full time and co-located with Agency staff at the Iowa Medicaid permanent facility in Des Moines, Iowa;
  - b. Be available during Business Hours to respond to questions and concerns related to the Contract, except for routine absences or participation in required off-site meetings. Account Manager and Operations Manager positions are required to communicate absences with the Agency contract manager and provide suitable coverage during extended absences;
  - c. Provide policy advice and support to the Agency and participate in meetings with the Agency as subject matter expert;
  - d. Prepare and present status updates periodically to the Agency and other stakeholders, as requested by the Agency;
  - e. Comply with all timelines in the Agency-approved project work plans; and
  - 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. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the primary staff member is absent.
  - g. One or more of the managerial staff shall have experience in security and privacy to include the following:
    - i. Health Insurance Portability and Accountability Act (HIPAA)
    - ii. National Institute of Standards and Technology (NIST)
    - iii. Personal Health Information (PHI)
    - iv. Personally Identifiable Information (PII)
- 3. The Agency reserves the right of prior approval for any replacement of the key personnel:
  - a. The Contractor must commit named key personnel to the project on or before the conclusion of the transition period of the Contract and for at least six months, and must not replace key personnel during this period except in cases of termination, death, or the key person's resignation;
  - b. The Contractor shall provide the Agency with a minimum of 15 days' notice prior to any proposed transfer or replacement of named key personnel. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of named key personnel;
  - c. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing;
  - d. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position; and
  - e. The Agency may waive requirements (a) through (d) above upon presentation of good cause by the Contractor. In those instances when good cause is granted, the Contractor commits to replacing key personnel within thirty days (30) of the

departure of a key person and to providing temporary personnel in the interim that are capable of maintaining operational performance at acceptable levels.

4. The Contractor shall provide the following non-managerial positions:
  - a. Trained staff with required legal authority and certification to act on behalf of the Agency for Section 1.3.1.5, Estate Recovery and Trust Operations. The Contractor shall act on behalf of the Agency in the following areas, but not limited to probate, hearings, trial, and appeals. Applicable staff shall remain in good standing with the Iowa Bar Association and the Iowa Attorney General's Office.
  - b. Sufficient staff to perform system updates, workflow changes, interface reporting management and maintenance, and technical assistance for TPL-related issues, as necessary to support the Iowa Medicaid program management and federal reporting requirements; and
  - c. Quality assurance/quality control staff with experience developing, executing, and reporting formal quality assurance plans.
5. The Contractor shall primarily recruit Des Moines-based professionals and ensure that as many staff as possible directly associated with the provision of Contract services are collocated at the Iowa Medicaid's permanent facility to ensure collaboration with Agency staff. (See Attachment 4.2)

#### B. System and Software Requirements

1. The Contractor shall maintain systems and software, as necessary, to support Contract functions, including the ability to interface with data sources as determined by the Agency.
2. The Contractor shall provide a solution to include but not limited to identifying third party liability, billings, accounts receivable and recoveries, and a provider portal for reporting.
3. The Contractor shall perform system quality assurance and testing in accordance with the Agency-approved systems implementation plan.
4. The Contractor shall meet the Agency and the Office of the Chief Information Officer's security standards for data collection, storage, and secured electronic transmissions. This includes, but is not limited to, a minimum 256-bit encryption for both authentication and data transmission multi-factor authentication.
5. The Contractor shall comply with NIST 800-53 Revision 5.
6. Cloud Solutions shall be FedRAMP moderate.
7. The Contractor shall ensure that the Contractor solutions:
  - a. Effectively apply all federal and State code, rules, and regulations related to Contract functions;
  - b. Accept and maintain accurate current and historical data;
  - c. Create sufficient audit trails for all activity as per state and federal regulations regarding data retention; and
  - d. Deliver all interfaces timely. Real-time exchange of data shall occur whenever possible to ensure data is consistent and accurate.
8. The Contractor shall manage application security for the Contractor solutions to ensure access is available and appropriate to the role description. Contractor access procedures for review of staff permissions shall be in place. All access shall be based on minimum necessary to complete job duties and shall be based on role.
9. The Contractor shall ensure security safeguards are in place to assure the integrity of system hardware, software, records, and files, including but not limited to:
  - a. Orienting new employees to security policies and procedures;
  - b. Conducting periodic review sessions on security procedures;
  - c. Developing lists of personnel to be contacted in the event of a potential or suspected security breach;

- d. Maintaining ongoing entry logs for limited access areas;
- e. Maintaining an inventory of Agency assets, not including any financial assets;
- f. Limiting physical access to systems hardware, software, and libraries; and
- g. Maintaining confidential and critical materials in limited access, secured areas;
- h. Maintaining compliance with State of Iowa enterprise security standards and agency policies and procedures;
- i. Providing a Privacy Impact Analysis and additional documentation such as data diagrams as part of the Regulatory and Security Office's Assessment, Authorization and Monitoring Process;
- j. Collaborating with the Agency's Regulatory and Security Office to ensure compliance with NIST 800-53 Rev 5 and applicable state and federal laws and regulations for safeguarding data;
- k. If the Contractor's systems or applications will host Agency data, the Contractor shall provide the following to the Agency:
  - i. Completed Agency approved Vendor Security Questionnaire using the template provided in Attachment 4.5;
  - ii. Documentation of SOC 2 compliance;
  - iii. Develop and maintain, subject to Agency approval, a disaster recovery and business continuity plan to address recovery of business functions, business units, business processes, human resources, and the technology infrastructure;
  - iv. Comply with the Agency-approved plan at all times;
  - v. Protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations;
  - vi. Conduct vulnerability web application scans monthly and penetration testing annually. Remediate all vulnerabilities within timeframes specified in the state of Iowa Enterprise Security Standards.
- l. Maintaining audit logs of activities to include, but not limited to, staff access, log on, viewing, modifying, and deleting information; Provide audit logs for aggregation into the state SIEM; and
- 10. The Contractor shall develop, maintain, and comply at all times with an interface control document (ICD), subject to Agency approval. The Contractor shall develop this document with consultation from Agency data management staff and update as changes occur, but not less frequently than annually. The ICD shall include, but is not limited to:
  - a. Description of the data exchange and processing necessary to implement and operate Contractor solutions; and
  - b. Interfaces necessary for electronic transmissions of data files, processing rules, and required sequence of data to manage the services.
- 11. The Contractor shall take all steps necessary to maintain connectivity to Agency digital infrastructure, including updating interfaces as needed.
- 12. The Contractor must classify all data per the HHS Data Classification Policy.

**C. Quality Assurance/Quality Improvement**

- 1. The Contractor shall perform quality assurance reviews on a statistically valid random sample basis of TPL subsystem entries, in accordance with the Agency-approved quality assurance plan.
- 2. The Contractor shall implement quality improvement procedures that are based on proactive improvements rather than retroactive responses. The Contractor must understand the nature of and participate in quality improvement procedures that may occur in response to critical situations and shall assist in the planning and



implementation of quality improvement procedures based on proactive improvement. Duties include but are not limited to:

- a. Monitor the quality and accuracy of the Contractor's own work;
- b. Perform continuous workflow analysis to improve performance of Contractor functions and submit quarterly reports of the quality assurance activities, findings and corrective actions (if any) to the Agency electronically. The quality assurance report shall at a minimum show the number of items sampled by category, the number of errors and the percent accurate; and
- c. Provide the Agency with a description of any changes to the workflow for approval prior to implementation.

**D. Performance Reporting and Corrective Actions**

1. The Contractor shall submit monthly performance reports using an Agency-approved format, similar to the sample in Attachment 4.4, detailing all deliverables and performance measures that have been met or unmet during the month. This report shall be submitted with the monthly invoice.
2. The Contractor shall provide written notification to the Agency within two business days of discovery of any problems, concerns, or issues of non-compliance.
3. The Contractor shall maintain records of such reports and other related communications issued in writing during the course of Contract performance.
4. The Contract Owner has final authority to approve problem-resolution activities.
5. 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.
6. 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 corrective action plan to resolve the Deficiencies, subject to Agency approval.

**E. Receipt of Checks and Bank Deposits**

1. The Contractor shall receive checks or money orders related to the work that it performs, such as recoveries and premium payment processing. The Contractor shall meet the following requirements for checks or money orders:
  - a. Log and prepare all payments for deposit on the day of receipt and conduct daily deposits in the Agency Title XIX recovery bank account.
  - b. Provide deposit receipt and check log to the Agency Division of Fiscal Management within 24 hours of depositing checks. The log shall include the daily beginning number and amount of checks located in the Agency-owned safe, the number and amount of the daily deposit, and the ending number of checks located in the Agency-owned safe.
  - c. Submit credits or adjustments to the Core MMIS contractor within ten (10) business days of depositing the check, in those instances in which deposited checks are associated with claims.
  - d. Complete a request for refund through the process established by the Agency Fiscal Management Division, in those instances in which deposited checks are unable to be credited or adjusted through claims offsets in the Agency's MMIS system.
  - e. Assist in the maintenance and updating of the existing check classification code schematic, as necessary.
  - f. Assist the Agency Division of Fiscal Management in the reconciliation of the monthly Title XIX Recovery bank account, if requested to do so.

2. Revenue Collections is the Iowa Medicaid Unit designated to receive checks or money orders from all Iowa Medicaid Units. The Contractor shall deposit payments received by Iowa Medicaid Units to the Agency Title XIX recovery bank account.

F. Insurance Carrier Files and Data Use Agreements

1. The Contractor shall receive data files from the insurance carriers that will enable the Contractor to match insurance carrier members with Members and applicants of the Hawki program. The Contractor shall obtain signed Data Use Agreements (DUAs) with all insurance carriers necessary to complete the Contract scope of work.
2. The Contractor shall maintain a listing of insurance carriers who have an existing DUA with the Contractor and send a report to the Agency within thirty (30) days of the start of the Contract, on a quarterly basis, and as requested.

G. Requests for Information

1. The Contractor shall respond to Agency requests for information and other requests for assistance within the timeframe that the Agency specifies. The Contractor shall provide information in response to:
  - a. Freedom of Information Act (FOIA) requests;
  - b. Requests for Information (RFIs) from Iowa Legislators;
  - c. Open Records Act requests, as required in Iowa Code Chapter 22;
  - d. State or federal audits;
  - e. Payment Error Rate Measurement (PERM) project, as requested; and
  - f. Miscellaneous requests.
2. The Contractor shall comply with information protocols and response timeframes determined by the Agency Public Information Officer.

H. Centralized Email Mailboxes, Chat Instances (MS Teams), and Telephone Lines

1. The Contractor shall manage assigned Agency centralized email mailboxes, Chat instances (MS Teams), and telephone lines for communications necessary to support Contract functions.
2. The Contractor shall track and log communications within Iowa Medicaid systems.
3. The Contractor shall monitor the quality and accuracy of the Contractor's communications in accordance with the Agency-approved quality assurance plan.
4. The Contractor shall submit a report to the Agency on management of communications, to include timeliness and accuracy of responses, on a quarterly and annual basis.

I. Branding

The Contractor shall not reference the Contractor's corporate name in any Deliverables associated with this Contract and shall not mark Deliverables as confidential or proprietary, except when legally necessary to do so (i.e., for certain Estate Recovery Services).

1.3.1.2 Transition Phase

A. Planning

The Contractor shall develop and comply with the following, subject to Agency approval:

1. Project work plans. Work plans include:
  - a. A transition plan detailing Contractor's strategy to implement the staff, systems and services contemplated by this Contract;
  - b. A systems implementation plan detailing implementation, quality assurance, and



- testing activities related to Contractor's system solutions;
  - c. An operations plan detailing the daily performance of all required activities by the Contractor, including required coordination and safeguards;
  - d. TPL action plan, utilizing the CMS template.
  - e. A quality assurance plan detailing requirements and timeframes for monitoring the quality and accuracy, as well as continuous workflow analysis, of the Contractor's functions;
  - f. A reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plan requirements include but are not limited to:
    - i. Use of standard naming conventions;
    - ii. Templates for standardized reports that may be necessary to implement the project. The Contractor shall revise report content as needed and upon Agency request;
    - iii. Use of the Agency-designated SharePoint site to upload reports, with links sent to relevant Agency staff via email;
    - iv. Detail of whom the reports should be delivered to for review and approval, as necessary;
    - v. Any posting requirements for external stakeholders;
    - vi. Frequency and due dates for reports;
    - vii. An Agency report monitoring tool similar to the sample in Attachment 4.3; and
    - viii. A monthly performance reporting tool similar to the sample in Attachment 4.4.
  - g. A training plan detailing, at minimum:
    - i. Training of Contractor staff in all systems functions that they will use. This may include the Medicaid Management Information System (MMIS), OnBase, Data Warehouse/Decision Support system (DW/DS) and other state and external Contractor systems;
    - ii. Training of Contractor staff in system and operational procedures required to perform the Contractor's functions under the Contract;
    - iii. Continuous standard operating procedures training process for Contractor staff. At minimum, the Contractor shall train staff when:
      - a) New staff or replacement staff are hired;
      - b) New policies or procedures are implemented; and
      - c) 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.
    - iv. Training of Agency employees and other Agency contractors, as requested. Such training shall be at no additional cost to the Agency.
- Each plan shall generally adhere to the approximate timing and requirements set forth in Sections 1.3.1.3 and 1.3.2, to include, at minimum:
- i. Definition of each project activity;
  - ii. Sequence of activities;
  - iii. Identification of who is responsible for each project activity;
  - iv. Defined deliverables and outcomes;
  - v. Timeframe in which each activity will be completed;
  - vi. A plan update schedule, which shall include updates no less frequently than quarterly; and
  - vii. Identification of Agency responsibilities and expectations.
2. Standard operating procedures (SOPs).
    - a. SOPs shall be maintained in the Agency-prescribed format using standard naming conventions in the documentation.

- b. SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract, including but not limited to:
  - i. Notification and issue escalation procedures and timelines; and
  - ii. Policy manuals required for all Core MMIS functions.
- c. SOPs shall be updated with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract. The Contractor shall document all changes within 30 business days of the change. The Contractor shall use version control to identify the most current documentation and any previous versions, including their effective dates. The Contractor shall provide all documentation in electronic form and store all documentation within the Agency-designated repository.
- d. SOPs shall be reviewed with the Agency no less than annually.

**B. Operational Readiness**

1. The Contractor shall prepare for the onset of operations in the existing Agency environment. This includes but is not limited to the following:
  - a. Review the turnover plan from the current contractor;
  - b. Utilize the Agency's comprehensive operational readiness checklist of its start-up activities;
  - c. Ensure that all checklist activities have been satisfactorily completed and signed-off by the Agency;
  - d. Develop and implement a corrective action plan for all outstanding activities for review and approval by the Agency;
  - e. Conduct training for its staff;
  - f. Gather and document all Agency technical and operational requirements pertaining to work performed under this Contract;
  - g. Produce and update all operations documentation and obtain Agency approval of each iteration;
  - h. Establish Agency-approved interfaces, as necessary; and
  - i. 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 the management of any work that remains open when the outgoing contract ends on June 30, 2024, including but not limited to, TPL verifications and updates, pay and chase activities, lien recovery, yield management, provider overpayments, and Estate Recovery and Trust cases identified in Contract Sections 1.3.1.3 through 1.3.1.5.

**1.3.1.3 Revenue Collections Operations.**

**A. Third Party Liability (TPL) Identification and Verification.**

The Contractor's obligations under this Section are applicable to the populations specified below including Hawki Members.

1. Identification of TPL.
  - a. The Contractor shall identify all liable third-party resources for FFS Medicaid Members and TRICARE for the entire Medicaid population.
  - b. The Contractor shall process all local leads received at the Agency for all Medicaid Members. A local lead includes but is not limited to mail, phone calls, insurance information from Medicaid applications and ongoing Income Maintenance work, PARIS matches, data exchanges for the Social Security Administrations, and Child Support Services.
  - c. The Contractor shall perform data matches with other governmental and private insurers as required to identify TPL resources.

- d. The Contractor shall assist the Agency in defining its TPL responsibilities and make recommendations to change the content of the TPL action plan to the Agency.
2. Verification of TPL.
    - a. The Contractor shall verify insurance coverage for all FFS Medicaid Members based upon claims information, and all Medicaid Members where information is received via Insurance Questionnaire (IQ) forms, or any other forms of TPL notification submitted by Agency income maintenance workers, providers, staff of the Member Services unit, or any other entity providing TPL updates.
    - b. The Contractor shall verify 100% of TPL for FFS Medicaid Members and all notifications received and mentioned in A.2.a before updating the insurance on Member file in the Agency TPL subsystem.
    - c. The Contractor shall maintain applicable data use agreements with governmental and private insurance companies to verify coverage.
  3. Update and Maintain Agency TPL System.
    - a. The Contractor shall update and maintain the Agency third-party carrier code list. This includes carrier ID and name, address, city, state and zip code, phone number and name of contract person.
    - b. The Contractor shall communicate with and respond to MCO data requests regarding the carrier code list.
    - c. The Contractor shall maintain third-party resources as outlined in the TPL action plan by Member State Identification Number (SID) on the TPL subsystem of the Agency-approved system that must, at a minimum, include:
      - i. First and last names of policyholder;
      - ii. Social security number (SSN) of policyholder;
      - iii. Full insurance company name;
      - iv. Group number, if available;
      - v. Name and address of policyholder's employer, if known;
      - vi. Insurance carrier ID;
      - vii. Type of policy and coverage, including identification of covered types of services under the policy;
      - viii. Effective date of coverage, if new; and
      - ix. Termination date of coverage, if ended.
    - d. The Contractor shall maintain the integrity of the Agency-approved MMIS TPL subsystem by working Agency ad hoc TPL gap reports within 10 business days. The analysis shall include but not be limited to:
      - i. When a Member is approved for Medicaid and there is an active insurance in the TPL subsystem that hasn't been verified in over a year (12 months).
      - ii. When medical insurance is coded in the system, but lacks the prescription coverage or vice versa.
      - iii. When Noncustodial Parent insurance has been identified in the past:
        - a) If the Member is coded as an adult and the absent parent policy is still active, term the AP policy and convert it to a TPL in order to cost avoid instead of pay and chase.
        - b) If the Member is coded as a child and turns 19, if the policy is still active, switch the AP policy to a regular policy in order to cost avoid instead of pay and chase.
  4. Quality Assurance (QA) TPL data in Agency TPL System.
    - a. The Contractor shall utilize an Agency-approved methodology for monthly quality assurance samples verifying the accuracy of TPL updates applied during the previous month.

- b. The Contractor shall develop a corrective action plan for identified errors through the QA process.
  - c. The Contractor shall correct any errors identified through the QA process within twenty-four (24) hours of identification.
  - d. The Contractor shall research, analyze and make any necessary corrections to all error reports generated from the MMIS as directed by the Agency.
5. Reports.
- a. The Contractor shall produce reports to meet federal and state requirements, including but not limited to:
    - i. Monthly report summarizing amounts billed and collected, current and year-to-date.
    - ii. Quarterly report summarizing recoveries and unrecoverable amounts by carrier, type of coverage, and reason.
  - b. The Contractor shall submit quarterly TPL activity reports to the Agency.
  - c. The Contractor shall produce internal reports used to investigate possible third-party liability when a paid claim contains a TPL amount, and no resource information is on file.
  - d. The Contractor shall produce monthly pay-and-chase carrier bills.

**B. Third Party Liability Recoveries.**

The Contractor's obligations under this Section are applicable to FFS claims and TRICARE claims for the entire Iowa Medicaid population or as directed by the Agency.

1. Cost Avoidance.
  - a. The Contractor shall ensure all claims for Members with TPL are billed to the liable third party before Medicaid is billed, except for EPSDT, prenatal care and court ordered child support services (IV-D) enforceable claims.
  - b. The Contractor shall provide the Agency with best practice policy and industry standard practices related to TPL cost avoidance.
2. Pay and Chase.
  - a. The Contractor shall perform all recovery activities for pay-and-chase claims, which includes submission of claims to third-party insurers, recovery tracking, receipt of recovery payments, and production of reports on recovery activities.
  - b. The Contractor shall identify paid claims for TPL tracking and potential recovery, including all federally mandated pay-and-chase services.
  - c. The Contractor shall track and recover paid claims denied by insurance carriers. Identify and record reasons for denial of post-payment billed claims by TPL carrier.
  - d. The Contractor shall identify paid claims for up to three years prior and bill insurance carrier for these claims, when retroactive TPL resources are found.
  - e. The Contractor shall identify type and amount of recovery, utilizing the paid claims file.
  - f. The Contractor shall meet all minimum TPL processing requirements defined in Chapter 3, Section 3900 of the CMS State Medicaid Manual.
  - g. The Contractor shall track and adjudicate all post-payment requests for reimbursement to a final payment or denial and identify denial by type and reason.
  - h. The Contractor shall initiate follow-up activities on denied post-payment billings as agreed with the Agency within five business days of receipt of the denial notice.
  - i. The Contractor shall ensure that TPL recoveries do not exceed the Medicaid paid amount and will reconcile any over recoveries through Agency-approved reimbursement practices.
  - j. The Contractor shall coordinate with the Agency and other insurers to develop and maintain pay and chase processes including but not limited to disallowance.

- k. The Contractor shall provide the Agency with best practice policy and industry standard practices related to TPL pay and chase.
- 3. Lien Recovery/Subrogation.
  - a. The Contractor shall identify trauma, accident and medical malpractice cases where funds expended by Medicaid can be recovered from liable third parties.
  - b. The Contractor shall coordinate lien recovery efforts with liable third parties and Attorneys of Members.
  - c. The Contractor shall recover funds from liable third parties for trauma, accident and medical malpractice cases.
  - d. The Contractor shall review claims with trauma indicators to identify potential cases for subrogation; prepare records of the medical services provided to the Member based on the medical assistance claims.
  - e. The Contractor shall identify potential cases for subrogation and prepare reports of the amount of medical services provided to the Member based on the medical assistance claims data.
  - f. The Contractor shall act on the Agency's approved questionnaire for trauma related injuries identified through ICD-10 codes.
  - g. The Contractor shall send a follow-up request to Members that have not submitted the trauma related injury questionnaire within forty-five (45) business days of the initial request. The Contractor shall send a notification of non-cooperation with TPL to the Agency for any Member over the age of 21 that does not provide a response to the trauma related questionnaire within ten (10) business days of the due date.
  - h. The Contractor shall notify the Agency within twenty-four (24) hours for Members that comply with the request after the notification of non-cooperation with TPL has been sent to the Agency.
  - i. The Contractor shall provide case data to the state Attorney General's office for subrogation cases that are appealed.
  - j. The Contractor shall maintain a process or utilize a tool that identifies claims to build recovery cases (such as tort cases related to auto accidents).
  - k. The Contractor shall provide to the Agency reports to meet federal and state requirements to include but not limited to:
    - i. Ad-hoc listings of potential recovery claims leads to be researched
    - ii. Amounts billed and collected, current, and year-to-date (monthly); and
    - iii. Potential trauma, accident, or medical malpractice claims (monthly) that are actively being pursued.
  - l. The Contractor shall log and prepare all recoveries to be deposited in the Agency Title XIX recovery bank account.
  - m. The Contractor shall track all subrogation cases from initial intake to final disposition and provide a monthly report of these cases to the Agency. The report shall include but not limited to the following items:
    - i. Number of cases opened;
    - ii. Number of cases closed; and
    - iii. Money recovered.
  - n. The Contractor shall provide monthly reports to the Agency of subrogation recovery activity with state fiscal year-to-date data and updated for the previous month's activity.
  - o. The Contractor shall provide subject matter expertise in order to track and trend Agency claims data for regular, ongoing TPL-related national settlements and mass torts. The Contractor shall report findings quarterly or as requested by the Agency.
  - p. The Contractor shall represent the Agency in identifying and pursuing the results of class-action lawsuits where the Agency may be able to recover funds.

4. Yield Management.
  - a. The Contractor shall utilize a yield management process by which a denied or under-processed claim with third-party insurance is reviewed for accuracy.
  - b. The Contractor shall request additional information and challenge the denial or lack of payment when it appears the claim should have been paid by the third-party insurance carrier.
  - c. The Contractor shall obtain all necessary Explanation of Benefits (EOBs) from the appropriate source and enter into the Agency-approved system.
  - d. The Contractor shall submit monthly reports of yield management collections to the Agency, to include but not limited to the total state fiscal year-to-date amount of Medicaid funds recovered and breakouts, as directed by the Agency.
  - e. The Contractor shall provide an annual report with summary information for the previous state fiscal year to the Agency, to include but not limited to a compilation of the information from the monthly reports.
5. Third-Party Liability (TPL) Come-Behind Recoveries.
 

This work applies to Managed Care Plans (MCP) which encompass managed care organizations (MCOs) and prepaid ambulatory health plans (PAHPS). The Contractor shall:

  - a. Develop and submit a TPL Come-Behind Recovery work plan and procedure designed to identify claims paid by the MCP that should have been covered by a liable third-party health insurance carrier(s) and the MCP failed to recover the funds. The TPL Come-Behind Recovery plan and procedure shall include, but is not limited to:
    - i. Detailed process and approach for identifying claims subject to recovery.
    - ii. Detailed process and approach for seeking reimbursement from liable third-party health insurance carriers or directly from Medicaid providers for medical services for managed care Members.
    - iii. Allowable time TPL Come-Behind recoveries can be collected by the Contractor. The State has reserved the right to pursue collection as a “come behind” process after the three hundred and sixty-five (365) calendar days from date of service timeframe for the MCPs to collect recoveries has elapsed.
    - iv. Plan for resolution for claims where an active recovery by an MCP is identified after TPL come-behind activities have begun.
    - v. Detailed approach regarding how TPL come-behind recoveries are reported, including the process for encounter data maintenance, financial reconciliation, and CMS 64 reporting.
    - vi. The TPL Come-Behind Recovery work plan shall be approved by the Agency and reviewed at least annually.
  - b. Implement and maintain TPL Come-behind Recovery Plan within ninety (90) days of Agency approval or report any delays within fourteen (14) calendar days that may result in extending further.
  - c. Provide the Agency with the TPL leads file from claims recovered used for TPL Come-Behind Recovery work to the Agency in a mutually agreed upon format and schedule.
  - d. Secure any necessary approvals and clearances required to conduct the tasks required by this Agency Approved Managed Care Come-Behind Recovery work plan. These may include Data Match Agreements, CMS Waivers for timely filings, State Insurance Division approvals, etc.
  - e. Submit monthly TPL Come-behind Recovery reports that include, but are not limited to;
    - i. Collections, by MCP, member, health plan, and dollar amount collected.



- ii. Identified claim recoveries that remain uncollected.
- iii. Refunds submitted to the MCO and/or insurance plans, when applicable.

C. Premium Payment Processing.

1. *Premium Payment Processing.*

The Contractor's obligations under this section are applicable to MEPD, IHAWP, and Hawki Members.

- a. The Contractor shall post all unprocessed payments received from MEPD, IHAWP, and Hawki lockboxes to the systems designed to record their respective premium information. The Agency has established an automated bar-coding system that electronically captures the required information. Most premium payment transactions are received from the bank electronically. For those that are not, the posting function will be a manual process.
- b. The Contractor shall request assistance from MEPD, IHAWP, and Hawki program manager for any payment for which the respective account cannot be determined.
- c. The Contractor shall follow program-specific Agency-approved written procedures for handling items returned by a financial institution because of non-payment.
- d. The Contractor shall send any client correspondence sent to lockboxes to the respective program manager for processing.
- e. The Contractor shall assist the Agency with researching and viewing online lockbox transmittal information as needed.
- f. For contribution/premium payment checks that are received manually, the Contractor shall post the checks to the system designed to record respective premium information within one (1) business day of receipt from the bank.
- g. The Contractor shall provide a summary report of premium payment processing to the Agency upon request.

2. *Premium Payment Reconciliation.*

The Contractor's obligations under this Section are applicable to MEPD, IHAWP, and Hawki Members.

- a. The Contractor shall manage payments or hardships that are rejected from Wells Fargo.
- b. The Contractor shall verify payments that were submitted online but did not fully process.
- c. The Contractor shall research returned items from Wells Fargo and reverse payments in PPS for members that had a returned item (NSF, etc.).
- d. The Contractor shall research returned items from US Bank and reverse payments in PPD for members that had a returned item (NSF, etc).
- e. The contractor will review payment reports and reconcile payments applied in PPS and money deposited through US Bank and Wells Fargo.
- f. The Contractor shall complete daily reconciliation within one (1) business day. Unless information is needed from an outside source to complete the reconciliation. The Contractor shall make a request for the missing information. Once the additional information is received, the Contractor shall have five (5) business days to complete the process.
- g. The Contractor shall complete month end reconciliation within thirty (30) business days of receiving the month end file from Fiscal Management. Unless information is needed from an outside source to complete the month end reconciliation. The Contractor shall make a request for the missing information. Once the additional information is received, the Contractor shall have five (5) business days to complete the process or complete the process within thirty (30) business days of receiving the month end file from Fiscal Management, whichever is later.

D. Provider Overpayments (Credit Balance).

The Contractor's obligations under this Section are applicable to Fee-for-Service claims only.

1. The Contractor shall identify provider overpayments that have created a credit balance in the Agency MMIS system from active and inactive providers.
2. The Contractor shall send initial provider notification letter within ten (10) business days of the provider being reported as being in a credit balance and having insufficient activity for sixty (60) calendar days.
3. The Contractor shall request the additional information within five (5) business days if determination of additional information is necessary for action to be taken related to a provider refund.
4. For refunds requiring additional information from the provider, the Contractor shall enter claim credits or adjustments within five (5) business days of receipt of additional information from the provider.
5. The Contractor shall refer any providers with an identified overpayment who have filed for Chapter 7 or Chapter 11 bankruptcies to the Iowa Attorney General's Office.
6. The Contractor shall refer to the Estate Recovery program any deceased providers with a provider overpayment.
7. The Contractor shall prepare and submit the adjustment forms to transfer an overpayment amount of an inactive provider to an actively enrolled provider, when a provider is in a credit balance and its federal tax identification (TIN) number matches that of an actively enrolled provider.
8. The Contractor shall prepare and process credits or adjustments against recoveries received within ten (10) business days of receipt of the recoveries.
9. The Contractor shall record payments received in the Agency's accounts receivable system for generally accepted accounting principle (GAAP) reporting and bank account reconciliation purposes.
10. The Contractor shall refer the provider overpayment account to the Agency within ten (10) business days, when a Provider with an overpayment fails to pay in full, sign a payment agreement, and/or has exhausted appeal rights.
11. The Contractor shall prepare and submit the adjustment forms to write off the provider overpayment as bad debt, when the amount of the credit balance is below a threshold, as determined by the Agency.
12. The Contractor shall submit a monthly report to the Agency of provider overpayment collection activity and overpayments referred to the Agency from the previous month.

E. Provider Withholds.

The Contractor's obligations under this Section are applicable to Fee-for-Service claims, and TRICARE claims for the entire Medicaid population, or as directed by the Agency.

1. The Contractor shall receive requests from the Agency Child Support Services, the Internal Revenue Service, and other state or federal entities, to withhold provider payments.
2. The Contractor shall submit provider withhold data to the Core MMIS contractor.
3. The Contractor shall receive and act on withholds against providers to be recovered from Medicaid payments.
4. The Contractor shall recover withholds from claims submitted for payment and forward the recovered funds to the requesting entity.



5. The Contractor shall maintain electronic and/or paper transmittal documentation related to received data requests.
6. The Contractor shall process all requests for withholds and claim offsets within one (1) business day of receipt or mutually agreed upon time frame.
7. The Contractor shall identify the provider number of the entity for which a claim offset is required.
8. The Contractor shall enter withhold and assignment information to be used in directing or splitting payments to the provider and the entity requesting the withhold.
9. The Contractor shall monitor the recovery of the claim offset amounts and verify processing of offsets against the claims file.
10. The Contractor shall ensure that the monetary amounts of each claim offset do not exceed the state or federal regulations governing monetary garnishments.
11. The Contractor shall submit a monthly report to the Agency of withholds and claims offsets processed the previous month.

1.3.1.4 Insurance Data Match for the Hawki Program.

A. Daily Application Data Match and Verification.

1. The Contractor shall receive a daily file, in an Agency-approved format, from the Agency of all new Hawki applicants received at the Agency on the prior business day. The file includes, but may not be limited to:
  - a. Name of the head of household, including social security number and date of birth if available;
  - b. Name of other parents or guardians in the household, including social security numbers if available;
  - c. Name of the child applicant;
  - d. Date of birth of the child applicant;
  - e. Social security number of the child applicant;
  - f. Address of the household; and
  - g. State Identification Number (SID).
2. The Contractor shall use the daily file from the Agency to perform a data match with the insurance carrier member file within one (1) business day of receipt of the file.
3. The Contractor, upon finding a match with a Hawki applicant and an insurance carrier member, shall conduct policy verification with the insurance carrier within one (1) business day of performing the data match.
4. The Contractor shall deliver a monthly report, in an Agency-approved format, to the Agency, that includes but is not limited to:
  - a. Identity of every child for whom a match occurred from the daily files of the previous month; and
  - b. The outcome of the policy verification activity for all cases identified in the report.

B. Response File to the Agency.

The Contractor shall produce a response file, in an Agency approved format, to the Agency and/or the Agency's designee, of policy verifications listing Hawki applicants and Members within one (1) business day from the day the verification is completed. The file shall include, but may not be limited to, the following;

1. Name of applicant as provided in the file from the Agency;
2. Date of birth of the applicant as provided in the file from the Agency;
3. The SID as provided in the file from the Agency;
4. Social security number of the applicant as provided in the file from the Agency;
5. Policyholder name;
6. Insurance carrier name and telephone number;
7. Coverage type (only major medical/healthcare policies should be included);

8. Coverage start and termination dates;
9. Group number (if available from the insurance carrier); and
10. Policy number.

C. Data

1. The Contractor shall transmit data to all parties through a secure environment. The Contractor and Agency shall mutually agree upon the secure environment to be used.
2. The Contractor shall maintain interfaces with the Agency eligibility system to receive eligibility information on Hawki applicants and Members.
3. The Contractor shall provide a data feed including all verified data matches to the Agency's MMIS system in an Agency-approved format. This data feed shall be provided at a frequency determined by the Agency.
4. The Contractor shall ensure that the data collected from any insurance carrier and Hawki applicant and enrollee files shall only be used to fulfill the service requirements of this Contract, unless the data use agreement signed by the insurance carrier permits otherwise. Any other use of the data is prohibited without the written consent of the Agency.
5. The Contractor shall store the data obtained from the insurance carriers and the Agency in a secured environment for ninety (90) days after the matches are performed.
6. The Contractor shall discard data files after ninety (90) days and all files from the insurance carriers and Agency shall be permanently destroyed. Note that the insurance carrier data may be retained for a longer period as outlined in the data use agreement between the insurance carrier and the Contractor.

1.3.1.5 Estate Recovery and Trust Operations

A. Estate Recovery

1. The Contractor shall recover Iowa Medicaid expenditures from assets of eligible deceased Members.
2. The Contractor shall identify assets of the deceased Member that are available for estate recovery.
3. The Contractor shall take all necessary steps to collect from identified assets and interest when applicable.
4. The Contractor shall maintain the Agency's interface, for official death records to match against the eligibility file. The format of this file will be established by the Agency.
5. The Contractor shall comply with all requirements to pursue recoveries from estates of deceased Iowa Medicaid Members, as required in Iowa Code §249A.5.
6. The Contractor shall receive names of deceased Iowa Medicaid Members from the Agency's Vital Statistics data or from other available sources.
7. The Contractor shall advise the Iowa Attorney General's (AG's) Office in writing of any case in which a person refuses to cooperate with the Contractor's recovery process or any case requiring court proceedings.
  - a. This notice must describe the issues involved and must be provided to the AG's office within seven business days of the refusal to cooperate or discovery that a court proceeding is required.
  - b. Pursuant to Iowa Code §13.7, the AG's office has exercised its discretion to have the Contractor's attorney appear and represent the Agency in all probate and/or district court proceedings related to the estate recovery program.

- c. The AG's office, however, will retain the discretion to determine pursuant to Iowa Code § 13.7 whether the AG's office will represent the Agency in any given probate or district court proceeding related to the estate recovery program.
  - d. The Contractor shall coordinate all representation in probate and/or district court proceedings with the AG's office. The AG will represent the Agency in any matters appealed to the Iowa Supreme Court or Court of Appeals.
  - e. The Contractor shall provide copies of relevant paperwork regarding court proceedings to the AG's office upon request. The Contractor shall also provide copies of relevant paperwork regarding court proceedings when the Contractor's attorney deems it necessary to provide such paperwork.
8. The Contractor shall cooperate with and provide information and assistance to the AG's office as necessary.
9. The Contractor shall staff a dedicated toll-free telephone number to provide information regarding estate recoveries. At a minimum, the telephone number must be staffed Monday through Friday from 8:00 a.m. to 4:30 p.m., Central Standard Time (CST), excluding state holidays.
10. The Contractor shall provide a monthly report to the Agency regarding cases that are in the litigation process. This report shall include, but not be limited to, the following information:
  - a. Name of the deceased Member;
  - b. Name of the legal counsel representing the deceased Member in the litigation;
  - c. Date litigation began; and
  - d. Date litigation ended.
11. The Contractor shall submit history credits or adjustments to the Core MMIS contractor, utilizing the format designated by the Core MMIS contractor, within 10 business days of receipt of payments related to estate recoveries. Apply credits or adjustments to the oldest claims, in terms of dates the services were provided, first.
12. The Contractor shall provide sufficient staff to answer questions from attorneys, deceased Member's authorized representatives, the Agency's staff, and public concerning recoveries.
13. The Contractor shall log and prepare all payments to be deposited in the Agency Title XIX recovery bank account.
14. The Contractor shall submit request for refund payments received in error to the Agency's Division of Fiscal Management within 10 business days of receiving the request for refund or discovering the error. The Contractor shall return to the Agency any fee paid to the Contractor for the erroneous recovery.
15. The Contractor shall identify deceased Members through information obtained from various sources including eligibility files from the Agency, files of reported deaths from the Iowa Department of Public Health, information from attorneys and any other sources, or as otherwise directed by the Agency.
16. The Contractor shall identify medical assistance subject to recovery from the estate of a deceased Member, a surviving spouse, or a surviving child in accordance with Iowa Code § 249A.5(2)(d).
17. The Contractor shall file an estate recovery claim in probate court on behalf of the Agency for deceased Members whose estates have been opened.
18. When an estate subject to recovery is opened in probate, and a notice of probate has been received, the Contractor shall notify the representative of the deceased within 10 business days.
19. The Contractor shall determine the value of the estate subject to recovery, the

- expenses of the estate, and the priority of the expenses by requesting information on the deceased Member's assets and the expenses from the deceased Member's authorized representative.
20. The Contractor shall determine the amount of Medicaid paid on behalf of the deceased Member subject to recovery by obtaining the deceased Member's history of paid claims, including capitation payments on the behalf of the deceased Member. The Contractor must obtain a history of paid claims for any deceased person referred by any source. The following Medicaid payments are subject to recovery:
    - a. For a Medicaid eligible person under age 55, when the person was living in a nursing facility (NF), an Intermediate Care Facility for individuals with Intellectual disability (ICF/ID), or a mental health institute, and wasn't reasonably expected to be discharged and return home for six consecutive months or longer, or dies before staying six consecutive months.
    - b. If the Agency QIO Unit has determined that a deceased Member under age 55 could return home in six months even though the deceased Member stayed in the NF or ICF/ID longer than six months, or the deceased Member died before returning home. If a deceased Member's authorized representative alleges that there is such a determination, the Contractor must verify this information and request documentation of the decision. The Contractor must document in the deceased Member's file the reason recovery was not made.
    - c. If the deceased Member is under age 55 and receiving HCBS waiver services. If the person receiving HCBS Waiver services subsequently enters a NF or ICF/ID, as indicated by the eligibility files, the Medicaid paid for a partial month in the NF or ICF/ID is subject to recovery.
    - d. The eligibility file has aid types and waiver codes that identify people in a NF, ICF/ID, or HCBS waiver.
  20. The Contractor shall notify the authorized representative of the deceased Member to pay the lessor of the amount of the estate subject to recovery or the amount of Medicaid payments. The Contractor will add interest accrued to the Medicaid debt in accordance with Iowa Code § 535.3.
  21. The Contractor shall have the ability to receive vital statistics data from the Agency as formatted.
  22. The Contractor shall educate the public, disseminate information and answer inquiries about the estate recovery program. This responsibility includes:
    - a. Participating in seminars, and meetings with the bar association, social services agencies, the Agency employees, deceased Members' authorized representatives, Members of the public, and other organizations as requested.
    - b. Preparing and distributing material describing the estate recovery program. The Agency must approve all written material prior to distribution.
    - c. Maintain a publicly accessible website, in accordance with federal regulation on accessibility. The Agency must approve the format and contents. The Contractor shall provide a link to the Agency websites.
  23. The Contractor shall notify the deceased Member's authorized representative of the right to claim undue hardship and a waiver to recovery at the same time the Contractor notifies the deceased Member's authorized representative of the debt due the Agency. The Contractor shall also inform the deceased Member's authorized representative of the 30-day time limit to request a hardship waiver.
  24. The Contractor shall process undue hardship claims as follows:
    - a. Upon receipt of an undue hardship request, the Contractor shall determine if the request is timely or if there is a reason to grant extension beyond the 30-day period.

- b. If the request is not made within the 30-day period and an extension is not granted, the Contractor shall notify in writing the person claiming a hardship and requesting a waiver, that the request is denied as untimely. The notice must give the legal basis for denial 441 IAC 78.28(7)g.(2) and inform the person of the right and the timeframe to file an appeal in writing with the Agency.
  - c. If the hardship request is timely, the Contractor shall obtain income and resource information to support the request for a recovery waiver. The Contractor shall outline the undue hardship process and inform the person making the request of the process.
  - d. If the income and asset information is not received within 90 days, the Contractor will follow up with the requestor. If the information has not been supplied, the Contractor shall deny the hardship claim with a written notice informing the requestor of the right and timeframe to file an appeal.
  - e. The Contractor shall obtain the Agency approval for all notice formats required by this section.
  - f. The Contractor shall request of the person requesting a hardship waiver a description of the circumstances whereby the disapproval of hardship would result in deprivation of food, clothing, shelter, or medical care such that life or health would be endangered.
  - g. The Contractor shall then determine if recovery would result in deprivation of food, clothing, shelter, or medical care such that life or health would be endangered and present the waiver request to the Agency for review. The Agency will determine if the hardship waiver of recovery will be granted.
  - h. The Contractor shall track all requests for a waiver and their disposition.
  - i. The Contractor shall represent the Agency in appeal hearings where a hardship waiver is not granted.
25. The Contractor shall maintain and update monthly estate recovery information, including but not limited to the following:
- a. Deceased Member's SID (sort field in ascending order);
  - b. Name of deceased Member;
  - c. Amount of recovery so the recovery can be matched to the Contractor's deposits;
  - d. Total amount recovered in the preceding months, and year to date;
  - e. Interest earned in the preceding months;
  - f. Total number of cases in which a letter was sent requesting recovery from an estate;
  - g. Total number of cases pending each month;
  - h. Total number of cases processed with a recovery;
  - i. Total number of cases processed without a recovery and the reason recovery did not occur; and
  - j. Total number of cases deferred due to a surviving spouse, disabled child or minor child.
26. The Contractor must include the following in the monthly report when the Contractor returns money to a deceased Member's beneficiary or creditor:
- a. Documentation as to the reason for the return of funds, including the deceased Member name, SID, and amount returned.
  - b. Name of the deceased Member's beneficiary or creditor to whom the funds were returned.
27. The Contractor shall provide a report to the Agency (frequency is to be determined by Agency), that includes, but is not limited to, the following information:
- a. A summary of the year's activities;
  - b. Total dollars collected;
  - c. Number of cases pending;

- d. Dollar value of the cases pending;
  - e. Any case referred to the AG's office;
  - f. Total Medicaid expenditures paid out on behalf of the Members for whom recovery is requested;
  - g. Percentage of the amount recovered from Estate Recovery compared to the total amount of Medicaid paid for the Member;
  - h. Total number of cases referred to the AG's office;
  - i. The total dollar amount of estates where recovery did not occur;
  - j. Average number of months to settle a case from initial identification to collection;
  - k. Total number of undue hardship requests;
  - l. Total number of undue hardship requests granted and denied; and
  - m. Total number of cases deferred due to undue hardship.
28. The Contractor shall provide a report to the Agency (frequency is to be determined by Agency) regarding cases that are in the litigation process. This report will include, but not be limited to, the following information:
- a. Name of the deceased Member;
  - b. Name of the legal counsel representing the deceased Member in the litigation.
  - c. Date litigation began; and
  - d. Date litigation ended.

**B. Trust Monitoring**

1. The Contractor shall develop and maintain a searchable case tracking system for all medical assistance income trusts and special needs trusts for which the State is a residuary beneficiary. The case tracking system or database shall include all pertinent information concerning the trust and documentation regarding any correspondence, expenditure report reviews, or other activity related to the trust.
2. The Contractor shall inform trustees of their obligations to the State of Iowa as a residuary beneficiary of the trust.
3. The Contractor shall conduct outreach activities to educate trustees and members of the bar association on obligations owed to the State arising from special needs and medical assistance income trusts.
4. The Contractor shall respond to written, email, and phone correspondence regarding trust-related issues.
5. The Contractor shall validate individuals on new and existing Medicaid cases who have established a medical assistance income trust or special needs trust for which the State is a residuary beneficiary and establish a file in the case tracking system.
6. The Contractor shall review trust documents referred by eligibility staff for Medicaid eligibility purposes and advise the Agency in an Agency-approved format on whether the trust language meets requirements for exemption from the general rules regarding self-settled trusts.
7. The Contractor shall establish a review schedule for each trust in the case tracking system to ensure that trust income and expenditures from the trust are reviewed annually.
8. The Contractor shall review all trusts upon request and provide a written summary to Medicaid eligibility staff on how the trust affects the applicant or Member's eligibility as soon as possible and no more than fourteen (14) calendar days of receipt of the referral.
9. The Contractor shall track activity of the trusts to identify trust terminations for which recovery activity should be initiated.
10. The Contractor shall request in writing, and review requests, for expenditures from medical assistance income trusts and special needs trusts, resolve disputes with trustees or beneficiaries over expenditures, identify any Agency objections to



requested trust expenditures, and file any necessary court documents regarding approval of requested expenditures.

11. The Contractor shall refer cases to the Iowa Attorney General's Office in situations when:
  - a. The trustee or representative has spent trust funds inappropriately and/or violated obligations to the trust residuary beneficiary, and attempts to resolve such concerns with the trustee or representative are unsuccessful;
  - b. A trustee or beneficiary has requested court approval of an expenditure to which the Agency does not consent; or
  - c. The trustee or representative does not respond to inquiries regarding expenditures from the trust, including providing annual expenditure reports or otherwise cooperate with recovery efforts.
12. The Contractor shall draft all necessary guidance documents regarding trust related obligations, including but not limited to, informational letters, training materials, forms, a communication plan, proposed administrative rules, employee manual entries, and Internet materials for Agency approval.
13. The Contractor shall establish an annual review schedule for each trust case at the time the case is entered into the tracking system.
14. The Contractor shall submit a report to the Agency (frequency is to be determined by Agency), which includes identifying information for all trust cases disposed of during the month, the resolution of each trust case (e.g. closed with collection, closed without collection, referred to the Attorney General's office, etc.), the total amount owed to the State for those cases and the amount that was collected.
15. The Contractor shall submit a report to the Agency (frequency is to be determined by Agency), which includes identifying information for all trust cases disposed of during the quarter, the resolution of each trust case (e.g. closed with collection, closed without collection, referred to the Attorney General's Office, etc.), the total amount owed to the State for those cases and the amount that was collected. The quarterly report shall also include the total number of all open trust cases, the year-to-date number of closed cases, the total amount of Medicaid expenditures for those cases and the total amount collected for those cases.
16. The Contractor shall conduct outreach activities as directed by the Agency to educate trustees and members of the bar association on obligations owed to the State arising from special needs and medical assistance income trusts and provide a summary of outreach activities on a quarterly basis.
17. Trust Monitoring Reports.
  - a. The Contractor shall provide monthly reports of ongoing cases and collections to the Agency.
  - b. The Contractor shall provide a quarterly report with the summary information for the most recent quarter to the Agency.
  - c. The Contractor shall provide an annual report with summary information for the previous state fiscal year to the Agency. The report shall be a compilation of the information from the quarterly reports.

### C. Trust Recovery

1. The Contractor shall develop and maintain a searchable case tracking system for all medical assistance income trusts and special needs trusts for which the State is a residuary beneficiary. The case tracking system or database shall include all pertinent information concerning the trust and documentation regarding any correspondence, expenditure report reviews, or other activity related to the trust.
2. The Contractor shall inform trustees of their obligations to the State of Iowa as a residuary beneficiary of the trust.

3. The Contractor shall conduct outreach activities to educate trustees and members of the bar association on obligations owed to the State arising from special needs and medical assistance income trusts.
4. The Contractor shall respond to written, email, and phone correspondence regarding trust-related issues.
5. The Contractor shall validate individuals on new and existing Medicaid cases who have established a medical assistance income trust or special needs trust for which the State is a residuary beneficiary and establish a file in the case tracking system.
6. The Contractor shall review trust documents referred by eligibility staff for Medicaid eligibility purposes and advise the Agency in an Agency-approved format on whether the trust language meets requirements for exemption from the general rules regarding self-settled trusts.
7. The Contractor shall establish a review schedule for each trust in the case tracking system to ensure that trust income and expenditures from the trust are reviewed annually.
8. The Contractor shall review all trusts upon request and provide a written summary to Medicaid eligibility staff on how the trust affects the applicant or Member's eligibility as soon as possible and no more than fourteen (14) calendar days of receipt of the referral.
9. The Contractor shall track activity of the trusts to identify trust terminations for which recovery activity should be initiated.
10. The Contractor shall request in writing, and review requests, for expenditures from medical assistance income trusts and special needs trusts, resolve disputes with trustees or beneficiaries over expenditures, identify any Agency objections to requested trust expenditures, and file any necessary court documents regarding approval of requested expenditures.
11. The Contractor shall refer cases to the Iowa Attorney General's Office in situations when:
  - a. The trustee or representative has spent trust funds inappropriately and/or violated obligations to the trust residuary beneficiary, and attempts to resolve such concerns with the trustee or representative are unsuccessful;
  - b. A trustee or beneficiary has requested court approval of an expenditure to which the Agency does not consent; or
  - c. The trustee or representative does not respond to inquiries regarding expenditures from the trust, including providing annual expenditure reports or otherwise cooperate with recovery efforts.
12. The Contractor shall draft all necessary guidance documents regarding trust related obligations, including but not limited to, informational letters, training materials, forms, a communication plan, proposed administrative rules, employee manual entries, and Internet materials for Agency approval.
13. The Contractor shall establish an annual review schedule for each trust case at the time the case is entered into the tracking system.
14. The Contractor shall submit a monthly report which includes identifying information for all trust cases disposed of during the month, the resolution of each trust case (e.g., closed with collection, closed without collection, referred to the Attorney General's office, etc.), the total amount owed to the State for those cases and the amount that was collected.
15. The Contractor shall submit a quarterly report which includes identifying information for all trust cases disposed of during the quarter, the resolution of each trust case (e.g. closed with collection, closed without collection, referred to the Attorney General's Office, etc.), the total amount owed to the State for those cases and the amount that was collected. The quarterly report shall also include the total number of



all open trust cases, the year-to-date number of closed cases, the total amount of Medicaid expenditures for those cases and the total amount collected for those cases.

16. The Contractor shall conduct outreach activities as directed by the Agency to educate trustees and members of the bar association on obligations owed to the State arising from special needs and medical assistance income trusts and provide a summary of outreach activities on a quarterly basis.
17. Trust Recovery Reports.
  - a. The Contractor shall provide monthly reports of ongoing cases and collections to the Agency.
  - b. The Contractor shall provide a quarterly report with the summary information for the most recent quarter to the Agency.
  - c. The Contractor shall provide an annual report with summary information for the previous state fiscal year to the Agency. The report shall be a compilation of the "information from the quarterly reports.

#### 1.3.1.6 Outcomes Improvement Initiatives

- A. 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:
  1. Research revenue collections and estate recovery activities to identify the features of policy design and implementation associated with success.
  2. Propose pilots to test novel strategies for improvements to existing strategies.
  3. Propose actionable initiatives that improve member outcomes, including on how to structure required activities.
  4. 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.
  5. Create meaningful metrics to measure performance of initiatives.
  6. Facilitate meetings with Medicaid Leadership to walk through the initiatives.
  7. Log and track decisions.
- B. If the Agency elects that the Contractor complete work to implement recommended outcomes improvement initiatives, Contractor duties include but are not limited to:
  1. Solicit input and feedback from stakeholders, as determined by the Agency.
  2. Pilot approved initiatives.
  3. Monitor and report progress on a quarterly basis.
  4. Implement strategies determined to be effective and that demonstrate outcomes achievement.

#### 1.3.1.7 Contract Turnover Phase

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

Once the turnover phase begins, the Contractor shall:

- A. Fully cooperate with the Agency and new entity.
- B. Develop and comply with a turnover plan detailing the activities necessary to transfer responsibility for operations to the new entity.

## **1.3.2 Performance Measures.**

### **1.3.2.1 General Obligations**

- A. The Contractor shall respond to email or telephone inquiries from Members, authorized representatives, or providers within two business days of receipt. The contractor will maintain this requirement at 98% Service Level Agreement (SLA).
- B. 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.

### **1.3.2.2 Reports**

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

### **1.3.2.3 Revenue Collection**

- A. Receipt of Checks and Bank Deposits  
The Contractor shall deposit checks or money orders received at the Iowa Medicaid facility within one (1) business day of their preparation for deposit.
- B. Insurance Carrier Files and Data Use Agreements  
The Contractor shall deliver the initial insurance carrier report to the Agency within thirty (30) days of the start of the Contract.
- C. Third Party Liability (TPL) Identification and Verification
  - 1. The Contractor shall complete the verification or validation of TPL and update MMIS or HMIS with the data within forty-five (45) business days of receiving the Medicaid or Hawki Member TPL leads.
  - 2. The Contractor shall perform QA reviews to ensure 98 percent accuracy rate for electronic data transmission to MMIS and HMIS. The Contractor shall perform QA

reviews to ensure 98 percent accuracy rate for manual work. Any errors identified must have a corrective action plan and be followed to resolution.

- D. Third-Party Liability Recoveries.
  - 1. The Contractor shall post TPL recovery amounts and denial information within two business days of receipt of the recovery data to track benefit recoveries.
  - 2. The Contractor shall initiate follow-up activities on unpaid post-payment carrier billings within 90 days.
  - 3. The Contractor shall provide monthly reports of lien recovery activity by the tenth business day of the month with state fiscal year-to-date data and updated for the previous month's activity.
  - 4. The Contractor shall prepare and process credits or adjustments against recoveries received within 20 business days.
  - 5. For premium payment checks that are received manually, the Contractor shall post the checks to the system(s) designed to record MEPD, IHAWP, and Hawki premium information within one (1) business day of receipt.
- E. Provider Overpayments (Credit Balance).
  - 1. The Contractor shall log, prepare, and deposit all provider refund checks in the Agency Title XIX recovery bank account within one business day of receipt.
  - 2. The Contractor shall prepare and process credits or adjustments against refunds within ten (10) business days of receipt of the refund unless additional information is required to determine the action to be taken. The Contractor will maintain this requirement at 98 percent SLA, for checks received an unable to be processed within 10 business days, a waiver request must be submitted to the Agency with a proposed resolution date and receive approval from the Contract Manager.
  - 3. The Contractor shall request the additional information within five (5) business days of determination of the need for additional information for action to be taken on the credit or adjustment related to a provider refund.
  - 4. For refunds requiring additional information from the provider, the Contractor shall enter claim credits or adjustments within five (5) business days of receipt of additional information from the provider.
- F. Provider Withholds.
  - 1. The Contractor shall process all requests for withholds and claim offsets within one (1) business day of receipt of request.
  - 2. The Contractor shall validate the processing of claims offsets within one (1) business day after each adjudication cycle.
- G. Insurance Data Match for the Hawki Program
  - 1. The Contractor shall conduct a data match on daily files within two business day of receipt of file.
  - 2. The Contractor shall conduct policy verification with the insurance carrier within one business day of performing the daily data match.
  - 3. The Contractor shall submit the response file to the Agency within one business day of the day of verification completion.

#### 1.3.2.4 Estate Recovery

- A. The Contractor shall notify the authorized representative of the deceased Member within ten (10) business days when an estate subject to recovery is opened in probate, and a Notice of Probate has been received.
- B. When an estate subject to recovery is opened in probate, and a notice of probate has been received, the Contractor shall notify the representative of the deceased within ten (10) business days.

- C. The Contractor shall notify the representative of the deceased that there is an amount due the Agency as a result of estate recovery within 30 days of receiving the report of death.
- D. Trust Monitoring
  - 1. The Contractor shall log all Trusts referred by Medicaid eligibility staff into the case tracking system within one (1) business day of receipt.
  - 2. The Contractor shall review all trusts upon request and provide a written summary on how the trust affects the applicant or Member's eligibility as soon as possible and no more than fourteen (14) calendar days of receipt of the referral.
  - 3. The Contractor shall provide all newly identified trustees with educational material within fifteen (15) calendar days of identifying the trust.
  - 4. The Contractor shall respond to written correspondence regarding trust-related issues within ten (10) business days.
  - 5. The Contractor shall respond to phone calls and email messages regarding trust-related issues within two (2) business days.
  - 6. The Contractor shall request annual expenditure reports from the trustee, in writing, no later than thirty (30) calendar days from the month of the review.
  - 7. The Contractor shall complete reviews of annual expenditure reports from trustees not submitted to a court within thirty (30) days of receipt of the report in ninety (90) percent of all cases.
  - 8. The Contractor shall review any court filings regarding Special Needs Trusts or Medical Assistance Income Trusts within ten (10) business days and in sufficient time to permit timely court filings.
  - 9. The Contractor shall refer all matters requiring the attention of the Attorney General's office are within ten (10) business days and in sufficient time to permit timely court filings.
- E. The Contractor shall notify the representative/attorney for the deceased regarding the obligation of the trust to relinquish funds in repayment of medical assistance payments within ten (10) business days of identification of the existence of a medical assistance income trust or a special needs trust.

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

#### **1.3.3.1 Agency Monitoring Clause.**

The Contract Manager or designee will:

- A. Verify Invoices and supporting documentation itemizing work performance prior to payment;
- B. Determine compliance with general contract terms, conditions, and requirements; and
- C. Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  - 1. The Agency's representative will perform at minimum monthly desk monitoring of deliverables, reports, and results to determine the success of the Contractor.
  - 2. The Agency's representative will sign-off on completed Scope of Work items, 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 semi-annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources. The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been

provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

#### 1.3.3.3 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 and a contingency fee based on sums collected, less any contingency fees paid on collections that were later reversed, in accordance with the pricing set forth in Special Contract Attachment 4.1 (i.e., the Cost Proposal).
- B. Withhold of First Payment. The Agency will withhold the first monthly payment until such time as the final work plans and SOPs are accepted by the Agency.
- C. Deliverables and Performance Measure Withholding Payment. The Contractor may invoice 90% of the fixed amount each month. The Agency will withhold 10% of the monthly amount to assure the Contractor meets required Deliverables and Performance Measures.  
In order to claim the withhold amount, the Contractor must show in the monthly performance report that each performance measure has been met. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.
- D. Contingency fees are not subject to the 10% withhold.
- E. 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 Submissions 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 the 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:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
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 RESERVED**

**1.6 RESERVED (LABOR STANDARDS PROVISIONS).**

**1.7 INCORPORATION OF GENERAL AND CONTINGENT TERMS.**

**1.7.1 General Terms for Service Contracts (“Section 2”).**

The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://hhs.iowa.gov/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.

**1.7.2 Contingent Terms for Service Contracts (“Section 3”).**

The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://hhs.iowa.gov/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>UEI #:</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>ALN #:</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>	
<b>Contractor a Business Associate? Yes</b>	<b>Contractor a Qualified Service Organization? Yes</b>

Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? <i>{To be completed when contract is drafted.}</i>
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## **SECTION 4: SPECIAL CONTRACT ATTACHMENTS**

- Attachment 4.1    Pricing Schedule**
- Attachment 4.2    Co-Location**
- Attachment 4.3    Sample Report Monitoring Tool**
- Attachment 4.4    Sample Monthly Performance Reporting**
- Attachment 4.5    Vendor Security Questionnaire**

## **Attachment 4.1: Pricing Schedule**

*(TBD)*

{To be completed when contract is drafted.}

## Attachment 4.2: Co-Location

### 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 Iowa Medicaid 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
CEO (Wells Fargo web application)	Premium Processing
HHS Server	HIPP File receipts
Health Financial Systems (HFS)	Medicare cost report
HIPPPassport	HIPP processing
Iowa Medicaid Portal Access (IMPA)	Secure HHS system for document uploads, used for monthly accounts receivable.
IOWANs	Workflow and slot management system
Microsoft Office 365 (Entire Suite)	
Microsoft Windows 10 Enterprise Operating System	Operating system
Microsoft Outlook	Email and Calendar
Microsoft Teams	Video conferencing
MMIS	Medicaid information system, used for TPL, Provider Offsets, Reports, Eligibility, Claims Review

OnBase Client	Workflow and document management system, used for TPL, Subrogation, Checks Processing, Disallowance, Bank Reconciliation, Claims adjustments
Rocket	MEPD premium processing
PPS	IHAWP, Dental Wellness, and Hawki premium processing
RightFax Utility Software	Fax utility software
Roxio CD/DVD Creator Basic	
WinZip	Send/receive compress/ encrypted files

## Attachment 4.3: Sample Report Monitoring Tool

Note: this sample is for illustrative purposes only.

Report	Frequency	Due Date	Copy Provided to	Contract Section
<b>1.3.1.1 General Obligations</b>				
Initial insurance carrier report	One-time			
Insurance carrier report	Quarterly and as requested			
Vendor Security Questionnaire	One-time	TBD		
Attestation of passed information security risk assessment. Attestation of passed network penetration scan Attestation of passed web application security scan	Annually	TBD and July 1 each year thereafter		
Disaster Recovery and Business Continuity Plan	Annually	TBD and July 1 each year thereafter		
Quality Assurance and Corrective Actions Report	Quarterly			
Performance Report	Monthly			
<b>1.3.1.2 Transition</b>				
Project Work Plans	TBD			
Operational Readiness Checklist	One-time			
<b>1.3.1.3 Third Party Liability</b>				
TPL findings report	Quarterly			
TPL amounts billed and collected, current and year-to-date	Monthly			
TPL recoveries and unrecoverable amounts by carrier, type of coverage, and reason	Quarterly			
TPL activity reports	Quarterly			

Report	Frequency	Due Date	Copy Provided to	Contract Section
Quality assurance report	Monthly			
1.3.1.3 Lien Recovery (Pay and Chase)				
Listing of potential recovery claims based on user input section parameters (subrogation)	Monthly			
Lien Recovery amounts billed and collected, current, and year-to-date	Monthly			
Potential trauma, accident, or medical malpractice claims	Monthly			
Subrogation activity report	Monthly			
1.3.1.3 Yield Management				
Yield management collections report	Monthly			
Yield management annual report	Annually			
1.3.1.3 Premium Payment Processing				
Premium payment processing report	Ad Hoc			
1.3.1.3 Provider Overpayment/Credit Balance				
Provider overpayment activity report	Monthly			
1.3.1.3 Provider Withhold				
Withhold processing report	Monthly			
1.3.1.4 Insurance Data Match for the <b>Hawki</b> Program				
Insurance Data Match report	Monthly			
1.3.1.5 Estate Recovery				

<b>Report</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Copy Provided to</b>	<b>Contract Section</b>
Estate Recovery summary report	Monthly			
Estate Recovery annual report	Annually			
1.3.1.5 Trust Monitoring				
Trust Monitoring annual report	Annually			
Outreach activities summary report	Quarterly			
1.3.1.5 Trust Recovery				
Trust Recovery ongoing cases and collections report	Monthly			
Trust Recovery annual report	Annually			



## Attachment 4.4: Sample Monthly Performance Reporting Tool

Note: this sample is for illustrative purposes only.

Business Area	Contract Section	Performance Standard	Total Completed within timeframes	Standard Met (Y/N)
General Requirements		Respond to email or telephone inquiries from Members, authorized representatives, or providers within two business days of receipt.		
General Requirements		Deposit checks or money orders received at the Iowa Medicaid facility within one (1) business day of their preparation for deposit.		
General Requirements		Deliver the initial insurance carrier report to the Agency within thirty (30) days of the start of the Contract.		
Transition		Submit transition, system implementation, and operations plans to the Agency for approval within 15 business days after Contract execution.		
Transition		Submit SOPs to the Agency within 25 business days after Contract execution.		
Third Party Liability		Deposit all TPL recovery amounts within two (2) business days and post/apply all denial information within sixty (60) business days of receipt.		
Lien Recovery		Prepare and process credits or adjustments against recoveries received within 20 business days.		
Premium Processing		For contribution/premium payment checks that are received manually, post the checks to the system designed to record premium information within one (1) business day of receipt from the bank.		
Provider Overpayments – Credit Balances		Prepare and process credits or adjustments against recoveries received within thirty (30) calendar days of receipt of the recoveries.		
Provider Withholds		Process all requests for withhold within one (1) business day of receipt of request.		

<b>Business Area</b>	<b>Contract Section</b>	<b>Performance Standard</b>	<b>Total Completed within timeframes</b>	<b>Standard Met (Y/N)</b>
Insurance Data Match for the <b>Hawki</b> Program		The Contractor shall conduct a data match on daily files within one (1) business day of receipt of file.		
Estate Recovery		The Contractor shall notify the authorized representative of the deceased Member within ten (10) business days when an estate subject to recovery is opened in probate, and a Notice of Probate has been received.		
Trust Monitoring		The Contractor shall log all Trusts referred by Medicaid eligibility staff into the case tracking system within one (1) business day of receipt.		
Trust Recovery		The Contractor shall notify the representative/attorney of the deceased of the obligation of the trust to relinquish funds in repayment of medical assistance payments within 10 business days of identification of the existence of a medical assistance income trust or a special needs trust.		

**REPORTING**

<b>Report due during the month</b>	<b>Due Date/Time</b>	<b>Accepted by the Agency (Y/N)</b>	<b>Standard Met (Y/N)</b>

## Attachment 4.5: Vendor Security Questionnaire

<b>Vendor Name:</b>		<b>Completed by:</b>	<b>Date:</b>
			<b>Updated:</b>
<b>Question</b>		<b>Response</b>	
<b>Data Protection</b>			
1	In what geographic location(s) will DHS data be stored? Specify the timeframe in which DHS will be notified if this changes.		
2	How does the vendor detect changes to the integrity of DHS data and what measures are in place to ensure DHS data is not lost, modified or destroyed?		
3	How does the vendor ensure deleted data cannot be recoverable?		
4	How does the vendor detect degradation of DHS data?		
5	Define a security incident.		
6	Describe the vendor's incident response and reporting program.		
<b>Cloud Service Providers</b>			
7	Will DHS data be stored in a cloud?		
8	Who is the cloud service provider?		
9	Is the cloud service provider FedRAMP authorized and if so, specify the impact level.		
10	If not FedRAMP authorized, specify the security framework for which the cloud service provider is certified.		
11	How can DHS be assured cloud service providers meet the same security standards as that of the vendor?		
<b>Access Control</b>			

12	Who has access to the systems providing DHS data and services? How is this access controlled?	
13	What authentication method is required to access DHS data and applications (e.g. username and password)?	
14	Which multi-factor authentication methods does the vendor support?	
15	Does the vendor allow the use of personal devices for access to DHS data?	
16	Specify the frequency vendor staff access to DHS data is reviewed.	
17	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>		
18	Is the vendor a HIPAA covered entity?	
19	Is the vendor a business associate of DHS? If yes, does the vendor have downstream business associate agreements with subcontractors?	
20	Define the vendor's HIPAA training. List the training modules and the time allotted for each module.	
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 DHS can continue doing business at all times, even if there is a permanent catastrophic failure or natural or man-made disaster where DHS 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 DHS data encrypted in transit? If so, specify the encryption algorithm and cipher strength.  Who owns the encryption key?	
29	Is DHS data encrypted at rest? Is so, specify the encryption algorithm and cipher strength.  Who owns the encryption key?	
30	Specify the network security tools used to monitor data flow into the vendor's network for malware or cyber-attacks.	
31	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?	

Multi-Tenancy		
32	How does the vendor separate DHS data and services from those of other clients?	
33	In what ways could the vendor's other client's affect the quality of the service or service levels provided to DHS?	
34	What resources will DHS share with other clients?	
Infrastructure and Application Security		
35	Who owns and operates the vendor's data centers and what physical and environment security measures are in place?	
36	What parts of the vendor's infrastructure are owned and operated by the vendor and what parts are obtained from a colocation service?	
37	What standards are followed for hardening network equipment, operating systems, and applications?	
38	Specify the tools used to perform vulnerability scans and the frequency. What is the timeframe to re-mediate high and critical findings?	
39	Specify the frequency of third party penetration tests to assess infrastructure security. Include the type of third party report received.	
40	What specifications does the vendor follow to purge data when equipment is retired or replaced? How does the vendor purge any resident DHS data?	

41	Does the vendor utilize a web application for this service? If so, does the vendor follow the OWASP Top 10 List?	
<b>Non-production Environment Exposure</b>		
42	Is DHS data loaded to a test environment? If so, who has access to the test environment?	
43	Which copies are de-identified and which are not?	
44	Is live DHS data used in testing?	