

REQUEST FOR PROPOSAL (RFP)

Pharmacy Benefit Administration for Claims Processing, Drug Rebate and Pharmacy Clinical Services (PBA Services)

MED-25-013

Incorporating Amendment 1

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# *RFP Purpose*

**This RFP is a re-release of RFP MED-25-009. This replacement RFP includes substantial changes from the original RFP to better align with the Agency’s goals for this procurement, as well as to correct flaws in the original RFP. Bidders should be careful to review the RFP in its entirety before submitting a Bid Proposal.**

The purpose of this Request for Proposals (RFP) is to solicit proposals that will enable the Department of Health and Human Services (Agency) to select the most qualified Bidder to provide Pharmacy Benefit Administration (PBA) services for Claims Processing and Pharmacy Clinical Services. PBA services are necessary to support several critical functions, including Point-of-Sale (POS) claims adjudication, automated and manual Prior Authorization (PA), Provider and Member communications, Drug Rebate, Utilization Management (UM), Clinical support, and Reporting and Analytics for the fee-for-service (FFS) population of Iowa Medicaid, as well as managed care program oversight.

Through this RFP, the Agency has identified the following procurement goals:

* Promote interoperability:
  + Procure seamless and integrated systems that communicate effectively through interoperability and common standards and processes.
  + Procure solutions that do not require product customizations to deliver the Agency’s business outcomes.
* Increase quality of service:
  + Align vendor contract terms and performance criteria with the Agency outcome priorities.
  + Deliver high quality and high-end user satisfaction.
  + Anticipate and respond quickly to changing business changes.
  + Support new channels of interaction with Medicaid pharmacy providers.
* Promote discovery:
  + Increase the frequency and value of learning/feedback loops.
  + Integrate empirical experience into holistic organizational change management incrementally.
* Establish implementation deliverable milestones that achieve the value of modernization rapidly.
* Ensure the ongoing support of delivered solutions without disruption to supported business processes.

# *Duration of Contract*

The Agency anticipates executing a Contract that will have a six year base Contract term (including design, development, and implementation [DDI] phase), with the ability to extend the Contract for fouradditional one**-**year terms (ten [10] years in total). 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 Standard Time.

| **Event** | **Date** |
| --- | --- |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | May 17, 2024 |
| Agency Issues RFP to Bid Opportunities Website | May 20, 2024 |
| Bidders’ Conference Will Be Held on the Following Date and Time | May 29, 2024, 12:00 p.m. |
| Bidder Letter of Intent to Bid Due By | June 3, 2024  4:00 p.m. |
| Bidder Written Questions Due By | Date and Time for First Round of Questions:  June 3, 2024, 4:00 p.m.  Date and Time for Second Round of Questions:  June 20, 2024, 4:00 p.m. |
| Agency Responses to Questions Issued By | Date for First Round of Responses:  June 12, 2024  Date for Second Round of Responses:  June 28, 2024 |
| **Bidder Proposals and any Amendments to Proposals Due By** | **July 10, 2024** |
| Bidder Presentations of Bid Proposals, **if held**, will be held via video conference. Details will be posted at a later date. | August 2, 2024 |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | August 7, 2024 |
| Contract Negotiations and Finalization | September 13, 2024 |
| Execution of the Contract Completed | November 29, 2024 |
| Anticipated Start Date for DDI Effort | December 2, 2024 |
| Anticipated System Go-live and Start of Provision of Professional Services | July 1, 2026 |

# Section 1: Background and Scope of Work

## *1.1 Background*

*Legal Authority*

The Medicaid Management Information System (MMIS) is an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives. Pharmacy Benefit Management/Point of Sale is considered an MMIS subsystem or module. For Title XIX purposes, "systems mechanization" and "mechanized claims processing and information retrieval systems" is identified in section 1903(a)(3) of the Social Security Act (the Act) and defined in regulation at 42 C.F.R. § 433.111. The objectives of this system and its enhancements include the Title XIX program control and administrative costs; service to recipients, providers and inquiries; operations of claims control and computer capabilities; and management reporting for planning and control.

Section 1903(a)(3) of the Act provides for federal financial participation (FFP) in State expenditures for the design, development, or installation of mechanized claims processing and information retrieval systems and for the operation of certain systems. Additional HHS regulations and CMS procedures for implementing these regulations are in 42 C.F.R. part 433; 45 C.F.R. part 75; 45 C.F.R. part 95, subpart F; part 11, State Medicaid Manual; CMS sub-regulatory guidance; and Section 1903(r) of the Act, which imposes certain standards and conditions on mechanized claims processing and information retrieval systems (including eligibility determination systems) in order for these systems to be eligible for Federal funding under section 1903(a) of the Act. Additional governing federal regulatory authorities are cited in Table 1.

*Iowa Medicaid Overview*

The Iowa Department of Health and Human Services (Iowa HHS or HHS) is the single State entity responsible for administering the Iowa Medicaid Program. The Program reimburses enrolled providers and health plans for the delivery of services to eligible Medicaid members under the authority of Title XIX of the Act, including covered outpatient drugs. The Agency operates this Program through its business unit, Iowa Medicaid. The Agency also administers the Title XIX Children’s Health Insurance Program (CHIP); the CHIP supplemental expansion program (Title XXI), referred to as Healthy and Well Kids in Iowa (Hawki).

The number of individuals enrolled in Iowa Medicaid may be found on the Iowa Medicaid Dashboard [here](https://app.powerbigov.us/view?r=eyJrIjoiMmIyMTQxNzItZmIwNS00ZDI2LThhMDAtZGI1MzZhNmNiMmM3IiwidCI6IjhkMmM3YjRkLTA4NWEtNDYxNy04NTM2LTM4YTc2ZDE5YjBkYSJ9). Most members are enrolled in one of three (3) capitated Managed Care Plans (MCPs), that have contracted with the Agency to provide Medicaid services, including the drug benefit.

The Medicaid MCPs and their corresponding Pharmacy Benefits Managers (PBMs) are:

|  |  |
| --- | --- |
| **MCP** | **PBM** |
| Iowa Total Care | CVS Caremark |
| Molina Healthcare of Iowa | CVS Caremark |
| Amerigroup Iowa, Inc. | CarelonRx |

*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 Pharmacy Benefit 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 Bidders who will bring strategic technical and business process solutions, that can operate within the Agency's culture of continuous process improvement and proactive analysis.

*Approach*

The Agency encourages Bidders to propose creative, innovative solutions for operations as well as a suite of PBA applications, services or components to support a best-in-class delivery system for the Iowa PBA solution, including POS claims processing for the FFS population. The Agency is seeking to procure a modern, highly configurable solution that delivers cost-effective pharmacy benefit services so that the Agency can continue to adapt and improve how services are delivered to Medicaid members. In addition, the Agency will need the flexibility to adopt new payment methodologies and drug utilization management techniques that encourage quality, cost-effective services that result in healthy, positive outcomes for our members.

Outcomes are a key component of the Streamlined Medicaid Certification (SMC) process, and both CMS and the Agency are focusing on both CMS and State-specific outcomes as one important way to measure the success of the Program.

The following outcomes developed and published by CMS are the minimum Pharmacy Benefits Management and POS Outcomes that must be at the core of all functions executed by the successful Bidder. Bidders should refer to Attachment H, Table 2 of this RFP for the State-specific Outcomes that are also required to be met.

**Table 1: Current CMS Required Outcomes for PBM and POS**

| **Reference Number** | **CMS Required Outcomes** | **Recommended Metrics** | **Regulatory Sources** |
| --- | --- | --- | --- |
| PBM1 | The system adjudicates claims within established time parameters to ensure timely pharmacy claims payments. | Timely adjudication of pharmacy claims and encounters.  Percentage of claims paid on time (only if payment is included in RX module)   * N/A if payments are issued from the MMIS system. | Section 1927(h) of the SSA  42 CFR 456.722 – Point-of-Sale (POS) requirement to support claims adjudication or payment |
| PBM2 | The system adjudicates claims accurately within established parameters. The module can be configured to provide authority/ability to override a reject/edit/denied claim and then resubmit to ensure timely provider claims payments. | * Accurately identifies enrolled providers. * Pharmacy claims and encounters are priced according to the correct pricing algorithm. | 42 CFR 456.722 |
| PBM3 | The system captures the necessary data to ensure timely processing of manufacturer rebates as well as the capability to track rebates to promote beneficiary cost savings. | The system has the capability to accept/store/apply the rebate and covered outpatient drug (COD) information received from CMS and manufacturers necessary to generate rebate invoices.   * Timely identification of eligible PAD claims/encounters that do not convert to National Drug Code (NDC) units. | Section 1927 of the SSA  42 CFR 447.509 |
| PBM4 | The system has the capability to support cost savings by capturing, storing, and transferring data to the payment process system to generate invoices of participating drug manufacturers within 60 days of the end of each quarter. | * Percentage Rebate Invoiced per Dollar (Note if invoice period is behind the actual reporting period). * - Issue timely invoicing within established parameters (+/- 5 days). | Section 1927 of the SSA  42 CFR 447.520  Section 1927(b)(2) of the SSA  42 CFR 447.511 |
| PBM5 | The system supports cost savings by enabling the tracking, monitoring, and reporting of manufacturer's pharmacy drugs and rebate savings. | * Provide a sample of the CMS rebate report and the manufacturer rebate report with production data. * - Provide the post-production operational measure of rebates collection. | Section 1927 of the SSA  42 CFR 447.520  Section 1927(b)(2) of the SSA  42 CFR 447.511 |
| PBM6 | The system enables the beneficiary to have timely access to medication if the system has the capability to perform prior authorization and provide a response by telephone or other telecommunication devices within 24 hours of a request and provides for the dispensing of at least 72-hour supply of a covered outpatient prescription drug in an emergency situation (unless excluded under the SSA). | * Timely Access: Response to a Prior Authorization request provided within 24 hours. * Timely Access: Emergency 72-hour fill requests reject rate; this can be the percentage of total POS claims not authorized with a 72-hour emergency fill. | Section 1927(d)(5) of the SSA |
| PBM7 | The system supports CMS oversight of the safe, effective, and appropriate dispensing of medications by enabling the capability to provide data to support the creation of the CMS annual report on the operation and status of the state's DUR program. | * Provide a copy of the State’s DUR Report. | Section 1927(g)(3)(D) of the SSA  42 CFR 456.712  Section 1944(e)(1) of the SSA |
| PBM8 | The system supports the safe, effective, and appropriate dispensing of medications by enabling the capability to provide point-of-sale or point of distribution prospective review of drug therapy based upon predetermined standards, including standards for counseling. | * Provide a sample report showing the ability to provide prospective review data with a timestamp prior to adjudication. | 42 CFR 456.703, 456.705(b) 456.709 Section 1927(g) of the SSA |
| PBM9 | The system supports the identification of patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care, or prescribing or billing practices indicating abuse or excessive utilization among physicians, pharmacists and individuals receiving benefits by enabling the collection of pharmacy data to be used in retrospective drug utilization reviews. | * Provide a sample report of post-production operational measures that calculate the average cost avoidance per claim. | 42 CFR 456.703, 456.705(b) 456.709  Section 1927 (g) of the SSA |

## *1.2 RFP General Definitions*

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

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

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

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

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

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

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

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

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

***“Business Hours”*** means 8:00 AM thru 5:00 PM Central Time (CT), excluding [state holidays](https://das.iowa.gov/state-employees/state-accounting/centralized-payroll/state-holidays).

***“Drug Database Vendor”*** means the MediSpan drug database named in Iowa Admin. Code r. 441-79.1(8).

**“Enhancement”** means modifications which change the functions of software and hardware beyond their original purposes, not just to correct errors or deficiencies which may have been present in the software or hardware, or to improve the operational performance of the software or hardware. (45 CFR § 95.605 Definitions.)

***“Maintenance”*** means routine software support activities that normally include corrective, adaptive, and perfective changes, without introducing additional functional capabilities. Corrective changes are tasks to correct minor errors or deficiencies in software. Adaptive changes are minor revisions to existing software to meet changing requirements. Perfective changes are minor improvements to application software so it will perform in a more efficient, economical, and/or effective manner. Software maintenance can include activities such as revising/creating new reports, making limited data element/data base changes, and making minor alterations to data input and display screen designs.

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

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

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

The following is a table of acronyms that are used frequently throughout this RFP.

| **Acronym** | **Description** |
| --- | --- |
| AAC | Actual Acquisition Cost |
| ACA | Affordable Care Act |
| API | Application Programming Interface |
| CEF | Conditions for Enhanced Funding |
| CFR | Code of Federal Regulations |
| CHIP | Children's Health Insurance Program |
| CLD | Claim Level Detail |
| CMR | Change Management Request |
| CMS | Centers for Medicare and Medicaid Services |
| COD | Covered Outpatient Drug |
| COTS | Commercial Off-the-Shelf |
| CT | Central Time |
| D.O | Doctor Of Osteopathy |
| DB | Data Base |
| DESI | Drug Efficacy Study Implementation |
| DUR | Drug Utilization Review |
| EHR | Electronic Health Record |
| FAQ | Frequently Asked Questions |
| FDA | Food and Drug Administration |
| FedRAMP | Federal Risk and Authorization Management Program |
| FFS | Fee-for-Service |
| FMAP | Federal Medical Assistance Percentage |
| FNS | Food and Nutrition Service |
| FOIA | Freedom of Information Act |
| FUL | Federal Upper Limit |
| GAAP | Generally Acceptable Accounting Principles |
| GAX | General Accounting Form |
| GCN | Generic Code Number |
| GPI | Generic Product Identifier |
| GSN | General Sequence Number |
| HCPCS | Healthcare Common Procedure Coding System |
| HHS | Iowa Department of Health and Human Services |
| HIPAA | Health Insurance Portability and Accountability Act |
| IA | Iowa |
| IT | Information Technology |
| IV&V | Independent Verification and Validation |
| MACRA | Medicare Access and CHIP Reauthorization Act |
| MAT | Medication-Assisted Treatment |
| MCO | Managed Care Organization |
| MCP | Managed Care Plan |
| MDP | Medicaid Drug Program |
| MDRP | Medicaid Drug Rebate Program |
| MITA | Medicaid Information Technology Architecture |
| MMIS | Medicaid Management Information System |
| NADAC | National Actual Drug Acquisition Cost |
| NCPDP | National Council for Prescription Drug Programs |
| NDC | National Drug Code |
| NPI | National Provider Identifier |
| M&O | Maintenance and Operations |
| OBRA | Omnibus Budget Reconciliation Act |
| P&T | Pharmacy and Therapeutics |
| PA | Prior Authorization |
| PAD | Physician-Administered Drug |
| PBA | Pharmacy Benefit Administration |
| PBM | Pharmacy Benefits Manager |
| PDL | Preferred Drug List |
| PDMP | Prescription Drug Monitoring Program |
| PMO | Project Management Office |
| POS | Point-of-Sale |
| PP | Prior Period |
| PPA | Prior Period Adjustment |
| ProDUR | Prospective Drug Utilization Review |
| RetroDUR | Retrospective Drug Utilization Review |
| RFP | Request for Proposal |
| ROA | Route of Administration |
| ROSI | Reconciliation of State Invoice |
| RTM | Requirements Traceability Matrix |
| RX | Prescription |
| SDLC | System Develop Life Cycle |
| SDUD | State Drug Utilization Data |
| SMC | Streamlined Medicaid Certification |
| SMD | State Medicaid Director |
| SOC | Service Organization Control |
| SOP | Standard Operating Procedure |
| SOU | Statement of Understanding |
| SSA | Social Security Act |
| SSDC | Sovereign States Drug Consortium |
| SUPPORT | Substance Use-Disorder Prevention that Promotes Opioid Recovery and Treatment for Patients and Communities |
| TSB | Targeted Small Business Website |
| URA | Unit Rebate Amount |
| UROA | Unit Rebate Offset Amount |
| VSQ | Vendor Security Questionnaire |
| WAC | Wholesale Acquisition Cost |
| WIC | Women Infant and Children |

## *1.3 Scope of Work*

The Scope of Work for this RFP is set forth in Attachment G Requirement Matrix, and Attachment J-Sample Contract. In addition, there are required Outcomes that must be met throughout the life of the contract and are outlined in Attachment H Vendor Approach to Outcomes.

**Attachment G Requirement Matrix**, provided as a Microsoft Excel file, organized by tabs for the following major functions:

* Tab A: Point of Sale System and Claims Processing
* Tab B: Drug Rebate
* Tab C: Utilization Management and Clinical Support Services
* Tab D: Reporting and Analytics

Instructions for how to complete and submit responses to the requirements in Attachment G Requirement Matrix is included within the Excel file on the tab labeled, “Bidder Instructions”.

**Attachment H-Vendor Approach to Outcomes**

The Contractor provides the approach to meeting each outcome and how the Contractor will measure and report all outcome metrics listed in Attachment H Vendor Approach to Outcomes. The required outcomes are listed in Table 1: Current CMS Required Outcomes for PBM and POS and can also be found on the [CMS Certification website](https://cmsgov.github.io/CMCS-DSG-DSS-Certification/Outcomes%20and%20Metrics/Pharmacy%20Benefit%20Management%20(PBM)%20&%20Point%20of%20Sale%20(POS)/). Attachment H, Table 2 Iowa Specific Outcomes lists State-Specific Outcomes and are also mandatory Outcomes.

**Attachment J-Sample Contract**

* Section 1. SPECIAL TERMS
  + General Obligations
  + Systems and Software General Requirements
  + Transition Planning and Operational Readiness
  + Systems and Software Maintenance and Operations
  + Contract Turnover
* Section 2. GENERAL TERMS FOR SERVICES CONTRACTS
* Section 3. CONTINGENT TERMS FOR SERVICE CONTRACTS
* Section 4. SPECIAL CONTRACT ATTACHMENTS

# 

# Section 2: Basic Information About the RFP Process

## *2.1 Issuing Officer*

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Stephanie Clark

Hoover State Office Building, Level B

1305 E Walnut Street

Des Moines, IA 50319

Phone: (515) 776-5318

[RFP-MED-25-013@hhs.iowa.gov](mailto:RFP-MED-25-013@hhs.iowa.gov)

## *2.2 Restriction on Bidder Communication*

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

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

## *2.3 Downloading the RFP from the Internet*

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

## *2.4 Online Resources/Bidders Library*

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

* [Current Requests for Proposal (RFP) | Health & Human Services (iowa.gov)](https://hhs.iowa.gov/programs/welcome-iowa-medicaid/iowa-health-link/rfp) (Bidders’ library)
* <https://hhs.iowa.gov/programs/welcome-iowa-medicaid/provider-services/medicaid-pharmacy> (Link to the Iowa Medicaid PDL Home Page and Iowa Pharmacy Information.)

Materials available electronically include:

* Iowa’s Medicaid strategic plan
* Medicaid Program Information
* Current standard operating procedures
* Current monthly reports
* Current interfaces
* Current contract, amendments, and CMRs
* Agency remote work policy

## *2.5 Intent to Bid*

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

## *2.6 Bidders’ Conference*

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

To join the videoconference on the specified date and time, use the following link:

<https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzNiM2IxNGQtZTA5My00MTIwLTk3NWMtYzljOTgzNWNiNGI5%40thread.v2/0?context=%7b%22Tid%22%3a%228d2c7b4d-085a-4617-8536-38a76d19b0da%22%2c%22Oid%22%3a%226e9c58a1-c457-442a-9c40-d4d770867fdc%22%7d>

Meeting ID: 288 987 807 062

Passcode: QqGSsZ

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

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery. The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible if 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 due 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 in to a Contract.

## *2.13 Review of Bid Proposals*

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

### 2.13.1 Mandatory Bid Requirements

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

* The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
* The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or Agency (See Attachment D: Additional Certifications).

### 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 does not meet the minimum qualification outlined in the Bidder Eligibility Requirement section of this RFP
* 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
* 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](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Cclindgr%40dhs.state.ia.us%7Cfcd3552ae92b40bb63cd08d92c45b41c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C1%7C637589500152528885%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=O4vbidy2uv6CeZD8dKZ6YSFZr4xof1GsKvkHC0H2v3U%3D&reserved=0)

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

## *2.14 Bid Proposal Clarification Process*

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

## *2.15 Verification of Bid Proposal Contents*

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

## *2.16 Reference Checks*

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

## *2.17 Information from Other Sources*

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

## *2.18 Criminal History and Background Investigation*

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

## *2.19 Disposition of Bid Proposals*

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

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

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

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

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

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

## *2.21 Copyrights*

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

## *2.22 Release of Claims*

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

## *2.23 Presentations*

At the discretion of the Agency, the Bidder may be required to provide a presentation of the Bid Proposal on the date(s) and at the location provided in the Procurement Timetable unless the Bidder is notified of a change prior to the presentation date(s). The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The Bidder may include slides, graphics, and other media selected to illustrate the Bidder’s Bid Proposal.

## *2.24 Notice of Intent to Award*

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

## *2.25 Acceptance Period*

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Health and Human Services

Lucas State Office Building

321 E 12th Street

Des Moines, Iowa 50319-0075

email: reconsiderationrequest@dhs.state.ia.us

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

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

## *2.27 Definition of Contract*

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

## *2.28 Choice of Law and Forum*

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

## *2.29 Restrictions on Gifts and Activities*

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

## *2.30 Exclusivity*

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

## *2.31 No Minimum Guaranteed*

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

## *2.32 Use of Subcontractors*

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

## *2.33 Bidder Continuing Disclosure Requirement*

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

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

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate. The Bidder should leverage the format, contents, and structure in the RFP attachments.

## *3.1 Bid Proposal Formatting*

|  |  |
| --- | --- |
| **Subject** | **Specifications** |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. |
| **Page Limit** | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a “Tab 3 Attachments” section is limited to 150 pages, excluding Attachment G. See Section 3.2 for further information about Tab 3 Attachments. |
| **Pagination** | 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. |
| **Bid Proposal General Composition** | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. * Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. * Bid Proposals must be bound and use tabs to label sections. |
| **Envelope Contents and Labeling** | * Envelopes shall be addressed to the Issuing Officer. * The envelope containing the original Bid Proposal shall be labeled “original.” The Technical and Cost Proposal must be packaged separately. |
| **Number of Hard Copies** | Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures. |
| **USB Flash Drive** | * The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit one (1) flash drive, with a copy identical to the content of the original hard copy of the Technical Proposal and one (1) flash drive of the Cost Proposal, with a copy identical to the content of the original hard copy of the Cost Proposal. * 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. |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:   * The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. * The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. * 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. * The transmittal letter may not be marked confidential. * 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”. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Exceptions to RFP/Contract Language** | If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.  The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served. |

## *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.** Hard copies of 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 Requirements and Deliverables

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

Bidders must mark either **“yes” or “no”** in section 1.1 of Attachment B: Primary Bidder Detail & Certification Form. By indicating “yes”, a Bidder agrees that it shall comply with all Deliverables throughout the full term of the Resulting Contract, if the Bidder is successful. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected.

**Note:**

* 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.
* 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.
* Bidder responses to questions should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach.
* If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

**Information Bidders Must Submit that is Specific to this RFP.**

The Agency is requesting the following information to be included behind Tab 3. Include in the Proposal the following:

#### 3.2.3.1 Project Management Plan Deliverables.

Attachment 4.4 contains a list of Project Management Plans deliverables. The deliverables that are required to be submitted with the Proposal are identified with an asterisk (\*) within the table. Include a printed copy behind Tab 3 of the Bidder response, in addition to providing an electronic copy of the responses.

Bidders are given wide latitude in the degree of detail they offer or the extent that they reveal plans, designs, examples, processes, and procedures, however, they are encouraged to demonstrate their business and industry expertise by providing well-informed plans, rather than generic templates. Bidders should also make certain that the plan meets the minimum criteria described below each plan/deliverable. The deliverables submitted with the proposal should demonstrate a solid understanding of the RFP and its components.

#### 3.2.3.2 Attachment G Requirement Matrix

Bidders should complete all tabs as instructed within Attachment G Requirements Matrix and include a printed copy of Excel Tabs A- D behind Tab 3 of the Bidder response, in addition to providing an electronic copy of the responses. Page limitations do not apply. Bidders are encouraged to use the page layouts and landscape printing configured in the Excel file and print on 8.5” x 11” paper.

#### 3.2.3.3 Attachment H: Vendor Approach to Outcomes

This RFP describes a broad range of PBA services. Bidders should use Attachment H Vendor Approach to Outcomes to demonstrate their understanding of the project and how their solution will achieve the best outcomes for the Agency, providers and most importantly, members. Bidders should complete Attachment H and include a printed copy behind Tab 3 of the Bidder response, in addition to providing an electronic copy. Detailed instructions on how to respond to Outcomes are provided within Attachment H Vendor Approach to Outcomes.

**3.2.3.4 Attachment I: Technical Questionnaire**

Bidders should complete the questions within Attachment I and include a printed copy behind Tab 3 of the Bidder response, in addition to providing an electronic copy of the responses.

### 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 like 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:

* Project title
* Project role (primary Contractor or Subcontractor)
* Name of client Agency or business
* General description of the scope of work
* Start and end dates of Contract for services as originally entered into between the parties
* If the Contract was terminated for any reason before completion of all obligations under the Contract provisions, detail the reason(s) for the termination.
* 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
* Whether the services were provided timely and within budget
* Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above $500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence.
* List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party.
* Whether the Bidder has been debarred or suspended from federally funded healthcare programs by any state or the Federal Government
* Contact information for the client’s project manager including address, telephone number, and email address.

#### 3.2.4.3 Letters of Reference

Bidders must include 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 letters of reference 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 Description of Experience Managing 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.

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

The Bidder shall provide the following information regarding personnel:

#### 3.2.5.1 Tables of Organization

Illustrate the lines of authority in two tables:

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

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

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

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

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

#### 3.2.5.4 Disclosures

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

### 3.2.6 Information to Include Behind Tab 6: RFP Forms

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

* Attachment A: Release of Information Form
* Attachment B: Primary Bidder Detail & Certification Form
* Attachment C: Subcontractor Disclosure Form (one for each proposed Subcontractor)
* Attachment D: Additional Certifications
* Attachment E: Certification and Disclosure Regarding Lobbying Attachment

## *3.3 Cost Proposal*

**Content and Format**

The Cost Proposal shall be submitted using the pricing workbook set forth in Attachment F of this RFP. Bidders should submit an Excel version of Attachment F and include a separate printed version of Attachment F as instructed in section 3.1.

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

# Section 4: Evaluation of Bid Proposals

## *4.1 Introduction*

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

## *4.2 Evaluation Committee*

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

## *4.3 Proposal Scoring and Evaluation Criteria*

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

#### Scoring Guide

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

|  |  |
| --- | --- |
| **4** | Bidder meets or exceeds all expectations. The Bidder provided a clear and compelling response regarding how the requirement/outcome/general topic would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum expectations and indicates superior ability to serve the needs of the Agency. |
| **3** | Bidder meets most expectations. Bidder provided a good and complete response regarding how the requirement/outcome/general topic would be met, with some supporting materials. Bidder’s proposed approach clearly demonstrates a high degree of ability to serve the needs of the Agency. |
| **2** | Bidder meets some expectations. Bidder provided a complete response regarding how the requirement/outcome/general topic would be met, with minimal relevant supporting materials. Response indicates adequate ability to serve the needs of the Agency. |
| **1** | Bidder does not meet expectations. Bidder has agreed to comply with the requirements and provided some details on how the requirement/outcome/general topic would be met. Response does not clearly indicate if all the needs of the Agency will be met. |
| **0** | No/inappropriate response. Bidder has not addressed the requirement/outcome/general topic or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met. |

**Scoring of Technical Questionnaire (Section 3.2.3.3).**

Technical Questionnaires will be subject to a technical review outside the evaluation committee and be given a “Pass” or “Fail” score. Those Bid Proposals that receive a “Pass” score for the Technical Questionnaire will continue on in the evaluation process. If a Technical Questionnaire receives a “Fail” score, the Bidder is disqualified.

**Scoring of Requirements Matrix (Section 3.2.3.2):**

Bidders are to use Attachment G Requirements Matrix to identify whether their solution and proposal will fully meet each requirement. Responses of “Yes” will be deemed fully compliant and awarded 4 points each, and responses of “No” will require a review of the Bidder’s explanation of why the requirement is not met or will be met in an alternate manner. Responses of “No” will be scored by the Evaluation Committee from 0 to 4 based on how closely the proposed alternative does or does not meet the needs of the Agency. All scores will be weighted as detailed in Table below.

#### 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components** | **Weight** | **Score (0 – 4)** | **Potential Maximum Points** |
| **RFP Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Requirements and Deliverables** |  |  |  |
| **Section 3.2.3.1 Project Management Plans Deliverables** (Attachment 4.4) | **200** | **0-4** | **800** |
| **Section 3.2.3.2 Attachment G-Requirement Matrix** |  |  |  |
| * Point of Sale Requirements (Attachment G, Tab A) | **100** | **0-4** | **400** |
| * Drug Rebate Requirements (Attachment G, Tab B) | **200** | **0-4** | **800** |
| * UM and Clinical Requirements (Attachment G, Tab C) | **300** | **0-4** | **1200** |
| * Reporting and Analytics Requirements (Attachment G, Tab D) | **300** | **0-4** | **1200** |
| **Section 3.2.3.3 Attachment H-Vendor Response to Outcomes** |  |  |  |
| * PBM 1,2 (POS) Attachment H, Table 1 | **100** | **0-4** | **400** |
| * PBM 3,4,5 (Drug Rebate) Attachment H, Table 1 | **200** | **0-4** | **800** |
| * PBM 6 (Utilization Management)   Attachment H, Table 1 | **100** | **0-4** | **400** |
| * PBM 7,8,9 (Reporting and Analytics) Attachment H, Table 1 | **200** | **0-4** | **800** |
| * IA PBM 1 (Utilization Management) Attachment H, Table 2 | **100** | **0-4** | **400** |
| * IA PBM 2,3 (Reporting and Analytics) Attachment H, Table 2 | **200** | **0-4** | **800** |
| * IA PBM 4 (Drug Rebate) Attachment H, Table 2 | **100** | **0-4** | **400** |
| * IA PBM 5 (POS and Reporting and Analytics) Attachment H, Table 2 | **100** | **0-4** | **400** |
| * Bidder Proposed State Specific Outcomes | **50** | **0-4** | **200** |
| **Section 3.2.4 Bidder’s Experience** | **300** | **0-4** | **1200** |
| **Section 3.2.5 Key Personnel** | **300** | **0-4** | **1200** |
| **Section 2.23 Bidder Presentation (if held)** | **50** | **0-4** | **200** |
| **Total Technical Score Possible** |  |  | **11,600** |

#### Scoring of Cost Proposal Pricing

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

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

Total Points Assigned to Pricing: 5,400

Total Points Possible for Technical and Cost Proposals: 17,000

## *4.4 Recommendation of the Evaluation Committee*

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

# Attachment A: Release of Information

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

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

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

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

Printed Name of Bidder Organization

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

Signature of Authorized Representative Date

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

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. **Bidder is able to provide and perform the Deliverables and Specifications as specified in Section 1.3 of the RFP. By indicating “Yes” below, the Bidder agrees that it shall comply with such Deliverables and Specifications throughout the full term of the resulting Contract, if the Bidder is successful.**

**YES  NO **

* 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;
  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;
  3. Bidder has received any amendments to this RFP issued by the Agency;
  4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
  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,
  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.

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

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

1. **EXECUTION.**

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

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

# 

# Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind 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.)*

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

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

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

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

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

* 1. **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

The Bidder does not discriminate in its 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 9

1. 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 s
2. The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

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

**Attachment 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 and submit with their proposal.

**Attachment G: Requirements Matrix**

Note: this page is a placeholder. Bidders must complete the Excel workbook entitled Attachment G Requirements Matrix posted on the State’s procurement website and submit with their proposal.

**Attachment H: Vendor Approach to Outcomes**

Note: this page is a placeholder. Bidders must complete the Word document entitled Attachment H Vendor Approach to Outcomes posted on the State’s procurement website and submit with their proposal.

**Attachment I: Technical Questionnaire**

Note: this page is a placeholder. Bidders must complete the Word document entitled Attachment I Technical Questionnaire posted on the State’s procurement website.

# Attachment J: 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**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| MED-25-013 | *{To be completed when contract is drafted.}* |

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

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

|  |  |
| --- | --- |
| **Agency of the State (Hereafter “Agency”)** | |
| **Name/Principal Address of Agency:**  Iowa Department of Health and Human Services  1305 E. Walnut St.  Des Moines, IA 50319-0114 | **Agency Billing Contact Name/Address:**  *{To be completed when Contract is drafted.}* |
| **Agency Contract Manager (Hereafter “Contract Manager”)/Address (“Notice Address”):**  *{To be completed when Contract is drafted.}* | **Agency Contract Owner (Hereafter “Contract Owner”)/Address:**  *{To be completed when Contract is drafted.}* |
| **Notice of Future Address Change:** It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date. |

|  |  |
| --- | --- |
| **Contractor: (Hereafter “Contractor”)** | |
| **Legal Name:** *{To be completed when Contract is drafted.}* | **Contractor’s Principal Address:**  *{To be completed when Contract is drafted.}* |
| **Tax ID #:** *{To be completed when Contract is drafted.}* | **Organized Under the Laws of:** *{To be completed when Contract is drafted.}* |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):**  *{To be completed when Contract is drafted.}* | **Contractor**’s **Billing Contact** **Name/Address:**  *{To be completed when Contract is drafted.}* |
| **Contract Information** | |

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when Contract is drafted.}* | **End Date of Base Term of Contract:**  **End Date of Contract:** *{To be completed when Contract is drafted.}* |
| **Possible Extension(s):** *{To be completed when Contract is drafted.}* | |
| **Contract Contingent on Approval of Another Agency:** Yes  **Which Agency?** CMS | **ISPO Number:** |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** |

|  |
| --- |
| **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.*

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

## *1.2 Contract Purpose.*

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

## *1.3 Scope of Work*

### 1.3.1 Deliverables

The Contractor shall provide the following:

# 1.3.1.1 General Obligations

### Staffing

The Contractor must supply all necessary personnel to execute all requirements in this Contract. There are two categories of staffing. First, the Contractor shall designate individuals as “key personnel,” subject to initial and continued Agency approval. The Agency reserves the right to interview all candidates for named key positions prior to approving the personnel. The Agency reserves the right to request a replacement for any key named staff at their discretion for any reason throughout the life of the Contract. The second category is the required non-managerial staff.

1. Key Personnel
2. **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 must adopt exemplary behavior; also, they must collaborate, cultivate, and promote the spirit of trust and professionalism with the Agency, other Iowa Medicaid Units, and stakeholders. The Account Manager shall represent the Contractor and be the primary liaison with the Agency. Minimum qualifications include:
3. Four 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.
4. Previous management experience with Medicaid, specifically in Pharmacy POS and PA operations, and knowledge of pharmacy rules and requirements.
5. Bachelor’s Degree is desired.
6. **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 Manager. Minimum qualifications include:
7. Four years of experience in project management or for government or in the private sector as a large healthcare payer.
8. Bachelor’s Degree in related field is desired.
9. Project Management Professional (PMP) certification strongly preferred.
10. **Systems and Quality Assurance Manager:** Responsible for overseeing and managing all systems-related and quality assurance activities within the Contract. Minimum qualifications include:
11. Four years of POS systems operations experience as manager in a state of equivalent scope to Iowa.
12. Three years progressive experience in the quality assurance function of a large-scale claims processing organization.
13. Bachelor’s degree in information system engineering, Computer Science, or a related field, with at least three courses in Statistics and or Quality Assurance is desired.
14. **Encounter Data Manager:** Responsible for leading pharmacy encounter data management efforts as prioritized by the Agency. Minimum qualifications include:
15. Four years of POS systems operations experience as manager.
16. Three years progressive experience in the quality assurance function of a large-scale claims processing organization.
17. Bachelor’s degree in information system engineering, Computer Science, or a related field, with at least three courses in Statistics and or Quality Assurance is desired.
18. **DUR Project Coordinator:** Responsible for all aspects of the federally required DUR program. Minimum qualifications include:
19. Pharmacist with current license in good standing with the Iowa State Board of Pharmacy with a minimum of four years working with a DUR Board. Will serve in the capacity to collaborate with the Managed Care Organizations (MCOs) to assure that, the DUR program complies with the requirements described in section 1927(g) of the Act and 42 CFR Part 456, Subpart K.
20. Requires clinical pharmacy experience (minimum two [2] years), including retrospective claims data analysis, review of formularies, review of prospective and retrospective DUR criteria, familiarity with MCOs and other experience as necessary to fulfill Contract requirements.
21. Must have excellent oral and written communications skills.
22. Pharmacist with current license in good standing with the Iowa State Board of Pharmacy with a minimum of four years’ experience managing a major component of a healthcare operation in an environment similar in scope and volume to the Iowa Medicaid Program. The experience could be in Pharmacy POS, PA, claims management, eligibility, financial controls, utilization review, managed care enrollment, call center management, or provider services.
23. All named key personnel shall:
    1. Be committed to the project full time and located within proximity to the Iowa Medicaid facility in Des Moines, Iowa. The Agency will allow flexibility with staff working from home and on-site, subject to the Agency-approved remote work policy.
    2. Comply with all meeting requirements established by the Agency, including, but not limited to, preparation, attendance, participation, and documentation. The Agency reserves the right to cancel any regularly scheduled meetings, change the meeting frequency or format or add meetings to the schedule as it deems necessary. All expenses for attendance at all meetings are included and shall be at no additional cost to the Agency.
    3. 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, Systems and Quality Assurance Manager positions are required to communicate absences with the Agency Contract Manager and provide suitable coverage during extended absences.
    4. Provide policy advice and support to the Agency and participate in meetings with the Agency as subject matter expert.
    5. Prepare and present status updates periodically to the Agency and other stakeholders, as requested by the Agency.
    6. Participate in program planning and evaluation activities to ensure the Agency is making informed decisions.
    7. 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.
24. The Contractor shall 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 thereafter (except for the Transition Manager) and must not replace key personnel during this period except in cases of termination, death, or the key person’s resignation.
25. The Contractor shall provide the Agency with a minimum of fifteen (15) calendar 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.
26. The proposed replacement personnel must be in place performing their new job functions before the departure of the personnel they are replacing.
27. The proposed replacement personnel shall have knowledge, experience, and ability comparable to the person originally in the position.
28. The Contractor must replace key personnel within thirty (30) calendar days of the departure of a key person and provide temporary personnel in the interim that can maintain operational performance at acceptable levels.
29. The Agency reserves the right to withhold 5% of the monthly payment due Contractor if Contractor fails to comply with this subsection.
30. If the Contractor fails to fill a key personnel position and the position remains vacant for a period of 30 days or more, the Agency reserves the right to permanently retain the withhold.
31. Non-Managerial Staff.These non-managerial/non-key positions include but are not limited to:
    * + 1. Licensed Professionals -The Contractor shall use appropriate licensed professionals to supervise all medical necessity decisions and specify the type of personnel responsible for each process including PA.
        2. Medical Director – All services must be under the direction of a full-time Medical Director (i.e., a well-qualified managing physician; can be an M.D. or D.O), to meet all the tasks under this job function.
        3. Claims expert(s) who are qualified to research claim inquiries and provide expert witness testimony in judicial proceedings on the Agency’s behalf.
        4. Help desk for direct support to providers, billing agencies, or clearinghouses who are having difficulty with the submission of transactions, and sufficient staff dedicated to Iowa Medicaid providers via phone calls and email communications.
        5. Quality assurance/quality control staff with experience monitoring the timeliness and accuracy of edits, and developing, executing, and reporting formal quality assurance plans.
        6. Full-time Rebate Specialists with Pharmacy Technician Certification or Medicaid rebate experience sufficient to handle all Agency drug rebate functions in a timeframe that complies with Federal Rule and State accounting policies and date parameters.
        7. A Rebate Analyst with Pharmacy Technician certification or Medicaid rebate experience, experience in data analytics, and revenue cycles.
32. The Contractor shall ensure that staff directly associated with the provision of Contract services are available to collaborate with Agency staff, as needed. As part of the Contract agreement the Agency will not require all Contractor non-managerial staff be housed at the Iowa Medicaid facility. The Agency will allow flexibility with staff working remotely, hybrid, and on-site, subject to Agency approval. See Special Contract Attachment 4.2.

### Meetings

The Contractor shall participate, as directed by the Agency, in all meetings related to the scope of work performed by the Contractor under this Contract including, but not limited to:

1. Coordinate with the Agency to conduct a project kickoff meeting.. The Contractor’s Account Manager as well as other Contractor designated key personnel shall attend this meeting.
2. The project kickoff meeting is intended to introduce team members, walk through the governance framework and principles of engagement, and set the tone for the engagement.
3. Regular contract and status meetings or discussions with the Agency, including quarterly retrospective performance reviews.
4. Meetings to develop and finalize any work plans and all timelines of Contract activities and deliverables.
5. Meetings to review and discuss contract milestones agreed upon in the work plans.
6. Meetings to discuss contract audits and audit findings.
7. Meetings to develop Agency, MCPs, or stakeholder trainings and special forums.
8. Ad Hoc meetings as necessary.
9. The Agency anticipates that many of the meetings required as part of the scope of work will be conducted virtually. The Contractor shall utilize Agency approved virtual meeting platform(s) that provide for video and ensure that Contractor staff participate with video enabled.
10. While the Agency anticipates that most work will be conducted remotely, the Agency reserves the right to request face-to-face meetings. When face-to-face meetings are requested, Contractor and Agency will mutually agree on timing and Contractor’s ability to attend in person. CDC guidelines will be followed as appropriate.
11. Depending on the meeting type, the Agency may require the Contractor to schedule the meeting, develop agenda, and take and distribute notes.

### Work Plans

The Contractor shall develop, maintain, and comply at all times with the following, subject to Agency approval:

* 1. Each plan shall adhere to the timing and requirements set forth in Sections 1.3.1 and 1.3.2.
  2. Each plan is defined in Attachment 4.4: Project Management Plans Deliverable Dictionary, to include:
     + 1. Definition of each project activity;
       2. Sequence of activities, including which tasks can be completed in parallel;
       3. Dependencies between activities, if any;
       4. Identification of who is responsible for each project activity;
       5. Defined deliverables and outcomes;
       6. Timeframe in which each activity will be completed;
       7. A plan update schedule, which shall include updates no less frequently than quarterly
       8. Identification of Agency responsibilities and expectations; and
       9. Contractor plans shall be reviewed with the Agency no less than annually.

### Contractor Reporting

1. The Contractor shall submit reports necessary to show compliance with deliverables and performance standards identified within the Contract, as defined by the Agency.
2. The Contractor shall submit quarterly reports of quality assurance activities, findings and corrective actions (if any) to the Agency electronically.
3. The Contractor shall provide other reports, in accordance with the Agency-approved reporting plan.

### Standard Operating Procedures

1. SOPs shall be maintained in the Agency-prescribed format using standard naming conventions in the documentation.
2. SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract and shall include notification and issue escalation procedures and timelines.
3. SOPs shall be kept current with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract. . The Contractor must use version control to identify the most current documentation and any previous versions, including their effective dates.
4. The Contractor shall provide all documentation in electronic form and store all documentation within the Agency-designated repository.
5. SOPs shall be reviewed with the Agency no less than annually and the Contractor must update SOPs as changes to the program occur.

### Outcomes Improvement Initiatives.

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

1. Research PBA activities to identify the features of policy design and implementation associated with success.
2. Propose pilots to test novel strategies or improvements to existing strategies.
3. Propose actionable initiatives that improve member outcomes, including details 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.
   1. If the Agency elects that the Contractor complete work to implement recommended outcomes improvement initiatives, Contractor duties include but are not limited to:

* Solicit input and feedback from stakeholders, as determined by the Agency.
* Pilot approved initiatives.
* Monitor and report progress on a quarterly basis.
* Implement strategies determined to be effective and that demonstrate outcomes achievement.

### Branding

1. 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 unless instructed or required by law to do so.

### Payment Error Rate Measurement (PERM)

1. The Contractor shall provide support to the Agency during the CMS PERM project on a tri-annual basis and throughout each PERM cycle, as requested. This includes but is not limited to:
   * + 1. Provide timely review on all cases that were identified by the auditors and assigned to the Contractor, to include but not limited to:
          1. Research enrollment information within Agency systems; and
          2. Conduct outreach to identified pharmacies related to claims and medical records required by the auditors.
       2. Provide findings with detailed explanation and documentation of agreement or disagreement with the PERM auditor’s findings to the Agency.
       3. Explain in detail any disputes with CMS findings to the Agency liaison.
2. The Contractor shall comply with information protocols and response timeframes determined by the Agency.

### Requests for Information and Documentation

1. The Contractor shall respond to all Agency requests for information and other requests for assistance within the timeframe that the Agency specifies. The Contractor shall provide information in response to:
2. Freedom of Information Act (FOIA) requests;
3. Requests for Information (RFIs) from State and Federal Legislators; and
4. Open records act requests, as required under Iowa Code Chapter 22.
5. The Contractor shall comply with information protocols and response timeframes determined by the Agency’s Public Information Officer.
6. The Contractor shall respond to all Agency requests for documentation within five (5) business days, unless otherwise specified by the requestor.

### Subcontracts

* + 1. All subcontracts shall be in writing and fulfill the requirements of 42 CFR § 434.6 that are appropriate to the services or activity delegated under the subcontract.
    2. No subcontract terminates legal responsibility of the Contractor to the Agency to ensure that all activities under the Contract are carried out.

### Centralized Email Mailboxes and Telephone Lines.

The Contractor shall manage assigned Agency centralized email mailboxes and telephone lines for communications necessary to support PBA Services functions during Business Hours. Duties include but are not limited to:

* 1. Point of Sale Helpdesk. The Contractor shall be responsible for answering the Agency’s dedicated toll-free and local telephone lines to provide support for Point of Sale inquiries and provide Level 1 Help Desk support for the Point of Sale solution. Contractor help desk staff shall:
     1. Assist providers with FFS POS claims submission and ProDUR issues.
     2. Have access to and the ability to perform all POS functions available to pharmacy providers, including the ability to override, modify and inactivate claims, in accordance with the Agency policies.
     3. Escalate issues requiring further IT support to the appropriate Contractor Level 2 support contact.
  2. Clinical Call Center. The Contractor's Clinical Call Center staff shall assist providers with FFS Prior Authorization submission and Prior Authorization criteria questions.
  3. The Contractor shall maintain a log of e-mail and telephone inquiries, including the username, date of receipt, date of response, nature of inquiry, and disposition of inquiry. The log shall be made available for review by the Agency at any time.
  4. The Contractor shall respond to phone and email inquiries from providers requiring assistance.
  5. The Contractor shall identify, troubleshoot, and resolve issues reported by users via phone or email.
  6. The Contractor shall develop and submit for approval by the Agency a call escalation process for calls that require further research and/or intervention.
  7. The Contractor shall follow issues to resolution and contact the user once the issues are resolved.
  8. Call Center staff shall be professional, well-trained, and courteous personnel who quickly and accurately respond to callers, provide information, and gather demographic information about the caller when necessary.
  9. The Contractor shall ensure that calls received outside of Business Hours receive a voice message that lists the hours of Call Center availability.
  10. The Contractor shall immediately notify the Agency of any incident of telephone service downtime occurring during Business Hours. For downtime occurring outside Business Hours, the Contractor shall notify the Agency at the beginning of the next business day. Monthly status reports shall include the date, time, number of minutes of duration, cause and resolution of each downtime incident.
  11. The Contractor shall coordinate with the Agency’s telephone system vendor to ensure ACD and/or IVR are functioning properly, and scripts are developed and maintained with accurate and current information.

# 1.3.1.2 Systems and Software General Requirements

### Software Access and Ownership Rights.

* + - 1. The Contractor shall provide system access for up to five (5) active named users for the Contractor-provided solutions, in addition to Contractor PBA support staff using the solutions. Access for staff other than state and CMS staff is subject to vendor staff executing a Contractor and Agency approved non-disclosure agreement.
      2. The Agency and the United States Department of Health and Human Services shall have all access to Systems and records as required by 45 CFR § 95.615.
      3. The Agency and the United States Department of Health and Human Services shall have all ownership rights in software and modifications of that software and associated documentation designed, developed, or installed with Federal financial participation as required by 45 CFR § 95.617.
      4. In addition, the Federal Government shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes, all software, modifications, work product, and documentation developed using enhanced federal funding pursuant to this Contract.
      5. This clause is intended to ensure that the Agency has all ownership rights that are required to be maintained by the Agency pursuant to federal law, including, but not limited to, 42 CFR 433 Subpart C, which includes enhancements, configurations, and customizations to COTS or proprietary software designed for and paid for by the Agency utilizing enhanced federal funding for design and development.
      6. COTS or proprietary software packages such as software that is owned and licensed for use by third parties, which are provided at established catalog or market prices and sold or leased to the general public are not subject to the ownership provisions in paragraphs (a) and (b) of 45 CFR § 95.617.

### Internal Data Access Controls.

* 1. Contractor shall provide access to Agency’s Data only to those Contractor employees, contractors and subcontractors (“Contractor Staff”) who need to access the Data to fulfill Contractor’s obligations under this Agreement.
  2. Contractor shall not access Agency’s user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at the Agency’s written request.
  3. Contractor may not share the Agency’s Data with its parent corporation, other affiliates, or other third party without the Agency’s express written consent.
  4. Prior to being granted access to the Data, Contractor Staff who perform work under this Agreement shall have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with the Data protection provisions of this Agreement; and possess the qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling.

### Data Categorization, Classification and Controls.

Agency Data hosted within the Contractor’s solution is considered High Risk Data/Highly Confidential, and access should be limited to "need-to- know." Examples of the types of data that may be hosted include Sensitive Personally Identifiable Information (Sensitive PII), Protected Health Information (PHI), and Bank Account Data. The Contractor’s security plan shall define the controls that shall be in place for this data classification level. These controls may include requirements related to:

1. Storage type and location
2. Encryption
3. Access control
4. Data destruction
5. Data loss prevention
6. Public disclosure
7. Logging and tracking access
8. Other control objectives, as needed

### System Documentation.

The following documentation requirements apply to all Contractor-provided solutions used to meet the requirements of the Contract and business process functions that are the responsibility of the Contractor.

* + - 1. The Contractor shall support system integration of all software products used by the Contractor for operations within Iowa Medicaid.
      2. The Contractor shall maintain all applicable system documentation, data model/governance documentation, and business flows for POS and Contractor-provided solutions and provide to the Agency upon request.
      3. Any Contractor system enhancements or modifications may be subject to CMS conditions and standards as identified in 42 CFR § 433.112, as appropriate. Upon Agency request, the Contractor shall engage with the Agency, their Contractors and lead and coordinate CMS certification.

### Conditions for Enhanced Federal Matching

The Contractor’s solution shall comply with all of the conditions for enhanced DDI matching as provided in 42 C.F.R. § 433.112.

### Outcomes.

The Contractor’s solution shall be able to achieve the outcomes identified in the Agency and CMS-approved SMC intake worksheet within six months of deployment to production environment and rollout to pharmacies and end-users.For specific information related to the Outcomes required as a result of this Contract, refer to RFP Attachment H-Vendor Approach to Outcomes.

### Metrics.

Metrics provide evidence about whether the intended outcomes are achieved through the delivery of a new module or enhancement to an existing module. In accordance with 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i), the Contractor’s solution shall be able to produce data, reports, and performance information from and about their module to facilitate evaluation, continuous improvement in business operations, and transparency and accountability, as a condition for receiving enhanced federal matching for MES expenditures. Metrics reporting enhances transparency and accountability of IT solutions, to help ensure the MES and its modules are meeting statutory and regulatory requirements, as well as the Agency’s program goals.

### Reporting Dashboard

The Contractor’s solution shall have reporting capabilities in a dashboard that includes, but is not limited to:

1. Test results.
2. Outcomes and metrics as described in F and G above.
3. System performance monitoring dashboard that reports metrics for performance measures included in Section 1.3.2.
4. Product defect report and issue tracking including all issues identified by the Contractor or reported by Agency and/or end user.

### Certification

The Contractor shall support and provide subject matter expertise to the Agency in the CMS Streamlined Modular Certification process. The Contractor shall be keep apprised of and comply with any changes to the CMS certification guidance. Certification support includes, but is not limited to:

1. Participate in discussions with the Agency’s CMS State Officer on CMS-required outcomes, state-specific outcomes, and metrics, as well as the preliminary list of evidence that will be used to demonstrate that outcomes have been achieved.
2. Contribute to the monthly project status report that helps keep CMS apprised of the progress the project is making toward achieving the conditions for enhanced funding and desired program outcomes.
3. Demonstrate during the Operational Readiness Review (ORR) the Contractor’s system will support the collection and reporting of outcomes metrics identified in the Agency and CMS-approved SMC intake worksheet.
4. Demonstrate during Certification Review (CR), with appropriate evidence, that the system is achieving the approved CMS-required and state-specific outcomes and metrics in production. The Contractor must provide at least six months of production evidence starting from system go-live in support of the CR. Evidence showing outcomes and metrics achievement may include, but is not limited to:
   1. Demonstrations of system functionality;
   2. Testing results;
   3. Production reports; and
   4. Plans for organizational change management (e.g., managing stakeholders and users, training, help desk).

### Project Management

Project Management is a key Contractor responsibility. The Contractor shall collaborate with the Agency to ensure the project maintains efficient and effective planning, execution, monitoring, and controls. This includes managing changes to the project scope, schedule, and budget. Project Management duties include, but are not limited to:

1. Project Management Plan is a document that describes how a project will be executed, monitored, controlled, and closed. The Contractor shall provide a Project Management Plan that applies best practices and processes to managing the PBA Services project. The Project Management Plan comprises several components and is used to guide project execution and control for the Agency. The primary uses of the Project Management Plan are to document planning assumptions and decisions; facilitate communications among stakeholders; document approved scope, cost, and schedule baselines; and provide a baseline for progress measurement and project control. The Project Management Plan deliverables are detailed in Appendix 4.4 Project Management Plan Deliverables Dictionary.

### Change Management

Change Management is an important aspect of overall project management. All Maintenance and Enhancements will be accomplished by staff required in this Contract. The Contractor shall comply at all times with the process and requirements defined within the Agency-approved Change Management plan and recommend best practices to further improve the Agency’s Change Management processes.

1. A Change Management Request (CMR) shall be used to identify all changes for system Maintenance, to include but not be limited to:
2. Repair defects.
3. Perform routine maintenance on reference files.
4. Complete or repair functionality that never worked.
5. Make additions and modifications to business rules.
6. Make additions and modifications to benefit plans.
7. Make additions and modifications to workflow processes.
8. Manage user security levels of access.
9. Significant System Enhancements utilizing Optional Enhancement Pool
   1. When significant system Enhancements need to occur and would need additional staffing, the Agency or the Contractor shall request such changes using a formal Change Service Request (CSR) process to ensure adequate communication, design, costing, approval, and integration will take place.
   2. Total optional Enhancement pool hours shall not exceed 15,000 hours annually.
   3. Provide clear and complete responses to all CSRs including:
      * 1. Definition of the problem, how determined, and why CSR is required.
        2. Proposed solution, implementation approach, and timeline for completion.
        3. Known risks, constraints, and assumptions.
        4. Financial impact.
        5. Agency and end user impact.
        6. Estimated effort detailed by labor in hours per task and ongoing support requirements.
   4. The Agency must approve both the design and Level of Effort prior to the start of development for system Enhancements. The Agency must approve any changes to the design or Level of Effort that occur after the original approval. The Level of Effort billed cannot exceed the Level of Effort approved by the Agency. The Level of Effort approved to complete an Enhancement will be applied to the optional Enhancement pool once the Enhancement is implemented and approved by the Agency. If the Level of Effort exceeds this optional Enhancement pool hours remaining, the Agency may choose to utilize hours form the next Contract Operations year or have the Contractor invoice the Agency for the balance at the rates defined.
10. Utilize a workflow management tool to track and generate reports on the progress of all CMRs. Duties include but are not limited to:
11. Image and include all attachments pertinent to each CMR, including request, business and technical requirements, test plan and test results and approval sign-off.
12. Provide notification to affected parties when a CMR status changes.
13. Maintain all changes made by the Agency or the Contractor to each CMR, identifying the change made, the person making the change and the date and time of the change.
14. Provide status report coding changes, attach test results and record all notes from the Agency and Contractor staff related to each CMR.
15. Produce Change Control Reports that are downloadable to other formats such as Excel. Information to be captured shall include at a minimum the following:
16. CMR/CSR number
17. Modification description
18. Modification related notes or comments
19. Request date
20. Requester
21. Modification start dates
22. Assigned resource(s)
23. Hours worked to date
24. Documentation impact and status
25. Testing status
26. Agency approval of the modification
27. Implementation date
28. Be responsive to all requests from the Agency for system modification, whether categorized as Maintenance or Enhancement, governed by the Agency-approved Change Management Plan.
29. Complete CMRs and CSRs on or before requested completion dates.
30. Maintain documented and proven code promotion procedures for promoting changes from the initiation of unit testing, through the final implementation to production. The promotion procedure must maintain separation of duties between solution developers and production promotion to ensure modifications are well tested prior to moving to production.
31. Maintain documented version control procedures that include the performance of regression tests whenever a code change or new software version is installed, including maintaining an established baseline of test cases, to be executed before and after each update, to identify differences.
32. Maintain adequate staffing levels to ensure CMRs and CSRs are completed within the specified timeframe determined by the Agency without affecting overall Contract performance.
33. Update documentation and operational procedures impacted by the change management process.
34. Provide a status report to the Agency that includes new CMRs and CSRs, closed CMRs and CSRs, and the status for high priority CMRs and CSRs. The report shall include emergency production fixes and system outages during the reporting period. The report shall include performance standard results as requested by the Agency. The report should be delivered to the Agency at a frequency to be determined by the Agency.
35. If the Contractor finds an issue or defect, the Contractor must notify the Agency within 24 hours. The Contractor shall be responsible for the research as well as coding and testing of the issue or defect. Prior to implementing any changes in production, the Contractor must present the test results to the Agency for approval. This work must be done without impacting scheduled Agency requests.

### Quality Management

* + - * 1. Quality Management defines the acceptable level of quality and ensures this level of quality is focused on all areas of the project, including deliverables, work processes, quality assurance and quality control activities.
        2. For any performance falling below a state-specified level, The Contractor shall explain the problems and identify the corrective action plan to improve the rating.
        3. The Contractor shall maintain records of such reports and other related communications issued in writing during 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.
        7. The Contractor shall provide to the Agency, inclusive of a description, any changes to the workflow for approval prior to implementation of the change.

### Requirements Traceability Matrix (RTM)

The RTM maintains bi-directional linkage from the source of each requirement through its decomposition to testing, implementation and verification. It is produced and maintained during the System Development Life Cycle (SDLC). The RTM is built during the Requirements Validation phase of the SDLC and is a deliverable of this phase. Traceability is an essential activity of the project and ensures that the correct product is being built during each phase of the SDLC. The Contractor shall:

* + - * 1. Maintain and collaborate with the Agency in populating the RTM
        2. Maintain on a weekly basis and submit for approval to the Agency, an updated RTM
        3. Provide a revision history table with column titles including but not limited to:
        + Revision Number
        + Date of Release
        + Owner
        + Summary of Changes
        1. Document the source for all Contractual requirements that were specifically defined in the Contract and all supporting documents, including but not limited to the RFP
        2. Include in the RTM the sources for all system-related requirements
        3. Include in the RTM all software requirements
        4. Include in the RTM all detailed design requirements
        5. Include, at a minimum, the following data elements in the specific requirement section of the matrix:
* Requirement source
* Requirement description
* Contract reference
* Detailed Design specification reference
* Test case reference
* Requirement met (Yes or No)

# 1.3.1.3 Transition Planning, Implementation and Operational Readiness

### The Contractor shall prepare for the onset of operations in accordance with activities outlined in the Agency-approved Transition Plan. See Attachment 4.4 for a description of the state’s minimum expectations for the content of this plan.

### The Contractor shall review all incumbent procedure documents, manuals, and other work instructions to assist in mapping of legacy processes to redefining Agency business processes.

### The Contractor staff will be provided access to and be trained on legacy systems as necessary to support the turnover of work.

### The Contractor staff shall shadow incumbent staff to enable transfer of legacy knowledge and enhancing the Contractor’s understanding of opportunities to transform stale or inefficient business processes.

### The Contractor shall collaborate with the Agency and incumbent vendor through incumbent vendor turnover to capture necessary business knowledge, pharmacy provider relationships, and workload status.

### The Contractor shall work proactively with the Agency and the outgoing contractor to take over operations, to include any work items that remain open when the outgoing contract ends.

# 1.3.1.4 Systems and Software Maintenance and Operations

1. The Contractor shall continue to support Iowa’s CMS-certified solutions and ensure that the solutions remain compliant with federal Medicaid requirements for enhanced operations matching as provided in 42 C.F.R. § 433.116.
2. Contractor Maintenance includes but is not limited to the following:
3. Corrective Maintenance to include defects fixes to correct data or functionality not working per requirements.
4. Investigate User Interface and batch job failures.
5. Investigate and correct defects.
6. Repair Scheduled Jobs to confirm they run correctly.
7. Investigate system hardware or software failures.
8. Repair problems due to operator or scheduler error.
9. Repair problems due to program or control language errors.
10. Repair security problems.
11. Repair corrupted files databases.
12. Repair documentation.
13. Repair problems due to jobs run with incorrect data.
14. Repair defects.
15. Perform routine maintenance on reference files as needed.
16. Emergency Requests will require emergency fixes and shall be resolved within twenty-four (24) hours of notification.
17. Perfective maintenance addresses activities to improve the performance of the application, as well as investigate and fix potential problems that have not yet occurred. The Contractor shall perform perfective maintenance services on a quarterly basis, to include, but not limited to:
    * + - 1. Improving the performance, maintainability, or other attributes of an application system.
          2. Preventive maintenance.
          3. Data table restructuring & re-indexing.
          4. Data purges to reduce and improve data storage.
          5. Run time improvements.
          6. Replace utilities to reduce run time.
          7. Potential problem correction.
          8. Data set expansions to avoid space problems.
          9. Recommending administrative functions or automation when recurring ad-hoc manual fixes and adjustments are needed.
          10. Release perfective maintenance changes in accordance with the environment and configuration management plan.
18. Adaptive maintenance to meet changes in the environment, such as the hardware or the operating system, and conditions and the influences which act (from outside) on the system such as business rules, work patterns, and Agency policies.
19. Activities that can typically be completed independent of a production release (e.g., data set expansions, data purges, etc.) may be completed on a more frequent basis (e.g., daily or weekly).
20. Application Support is support for the system to keep it operating as expected, including, but not limited to, the following services performed daily:
21. Monitoring and reporting system performance.
22. Investigating why data was not processed.
23. Monitoring and reporting computer resource usage.
24. Preparing and participating in application system problem review meetings.
25. Performing the activities above to maintain customization implemented as part of an approved Enhancement.
26. Maintain adequate staffing levels throughout the Contract so that M&O prioritized work is completed within the specified timeframe determined by the Agency.
27. If any Enhancements trigger CMS certification, Contractor support for the certification process will be detailed in a Change Service Request.

# 1.3.1.5 Contract Turnover

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

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

### 1.3.2 Performance Measures

The Contractor shall consistently meet or exceed performance measure specifications outlined in Table 4 – PBA Performance Measures and are subject to specific requirements identified in 1.3 Scope of Work and Attachment G Requirements Matrix.

The Contractor shall also consistently meet or exceed agreed-upon CMS and State-specific Outcomes and Metrics, as described in Section 1.3.1.2.

In addition to the Performance Measures Dashboard outlined in the Section 1.3.1.2, the Contractor must provide a detailed monthly performance measure report to substantiate compliance or identify performance gaps as part of their invoice submission. The report shall show month to month values and trends up or down, not just quarterly averages. Each month is assessed for performance individually, with performance reviews taking place each quarter as part of the retrospective.

If the Contractor is unable to meet a performance measure due to action/in-action outside of their control, the Contractor must:

* Outline in writing what actions the Contractor took to attempt to meet the performance measure
* Identify the outside factors that prevented the achievement of the performance measure
* Determine with the Contract Manager prior to invoicing for that period if a waiver would be appropriate.

Any performance measure waiver will be at the sole discretion of the Agency.

Table 4: Monthly PBA Performance Measures

|  |  |
| --- | --- |
| Performance Standard ID | Performance Standard |
| ID | **General** |
| PM-1 | Contractor’s solution must have availability 99 percent of the time, 24 hours a day, 7 days a week, excluding Agency approved downtime. |
| PM-2 | Contractor’s performance monitoring dashboard must have availability 99 percent of the time, 24 hours a day, 7 days a week, excluding Agency approved Downtime. |
| PM-3 | Contractor’s solution shall ensure data received from real-time interfaces are accessible in the module within three seconds at least 99 percent of the time; excluding batch interface updates. |
| PM-4 | Contractor’s solution will accommodate a user interface response time of one second or less per discrete transaction 99 percent of the time. |
| PM-5 | Contractor shall request any planned downtime due to scheduled upgrades or maintenance, outside the normal maintenance window, to the Agency five (5) business days prior to downtime. The Agency must approve the planned downtime. |
| PM-6 | Contractor’s solution response time for adding or updating data from operational components shall not exceed three seconds per action 99% of the time. |
| PM-7 | In the event of a disaster, the Contractor shall meet the recovery time objective (RTO) of 1 hour and the recovery point objective (RPO) of 12 hours, if not sooner, as specified in the Disaster Recovery Plan, to recover the production system to the disaster recovery system's environment. |
| PM-8 | The Contractor must receive (download) and transmit (upload) files via a dedicated and secure File Transfer Protocol (sFTP) site (or as specified by the Agency) and develop and deliver Agency-approved load and error reports for each interface file. File download from the Agency to the Contractor and file upload from the Contractor to the Agency must be 100% accurate and timely by the day and time designated by the Agency. |
| PM-9 | Contractor must maintain and document security features for all vendor-supported solutions to ensure the solution is protected against unauthorized access according to the Agency’s policies and procedure. Contractor shall report on each record that is accessed without authorization within 24 hours of knowledge of violation. |
| PM-10 | The system must be available for processing to meet all production schedules, and for user inquiry, update, and ad-hoc queries twenty-four (24) hours per day, seven days a week except for regularly scheduled maintenance.  If the system is anticipated to be down for more than twenty-four (24) hours, the Agency will expect the Contractor to employ the procedural steps necessary to switch to a backup system. Migration to the backup system shall begin no later than 24 hours after an unplanned outage begins, unless mutually agreed-up with the Agency. |
| PM-11 | 99% of deliverables shall be concise, free from typographical and grammatical errors and come to logical conclusions upon first submission. Unless otherwise identified, the Contractor shall provide all identified deliverables in an Agency approved format and in accordance with timeframes approved by the Agency. |
| PM-12 | The Contractor shall submit all Contractor plans to the Agency for approval within 30 business days after execution of this Contract, unless specified otherwise. |
| PM-13 | The Contractor shall provide the Agency with a minimum of 15 calendar days’ notice prior to any proposed transfer or replacement of named key personnel. |
| PM-14 | The Contractor must replace key personnel within thirty (30) calendar days of the departure of a key person and provide temporary personnel in the interim that can maintain operational performance at acceptable levels. |
| PM-15 | Provide training to Agency, Fiscal Agent, and offeror staff on system changes, upgrades, and or other enhancements within two (2) weeks of the upgrade. |
| PM-16 | The Contractor shall provide written notification to the Agency within two (2) business days of discovery of any problems, concerns, or issues of non-compliance to the Contract. |
| PM-17 | Contractor shall incorporate or disposition all Agency feedback provided on any work product within 10 business days of Agency feedback |
| PM-18 | Contractor shall coordinate with the Agency to conduct a project kickoff meeting within 10 business days of the Effective Date of this Contract. |
| ID | **Point of Sale** |
| PM-19 | Ninety-nine-point nine percent (99.9%) of all electronic claims must be adjudicated in one second. |
| PM-20 | The Contractor must notify staff designated by the Agency of performance issues impacting POS adjudication within in 15 minutes of the Contractor’s knowledge of system problems. |
| PM-21 | One hundred percent (100%) of claims processed in error must be reprocessed within ten (10) business days of identification of the error or upon a schedule approved by the Agency One hundred percent (100%). |
| PM-22 | Provide a SharePoint or similar Agency acceptable collaboration software product that provides real- time access by Agency staff to the Contractor’s policy and procedure documents and all related business and clinical plans that is available 99% of normal business hours. |
| PM-23 | Respond within HIPAA Operating Rule standards to provide a HIPAA-compliant acknowledgement transaction response approved by the Agency when errors occur in the interchange envelope of HIPAA-compliant electronic transaction batch transmissions. |
| PM-24 | The Contractor must answer incoming calls, on average, within 30 seconds or less for its technical, clinical, beneficiary and provider relations help lines. |
| PM-25 | The Contractor will respond to Prior Authorization requests within twenty-four (24) hours of receipt of request. |
| PM-26 | 100% of all incoming and outgoing non-claimtransactions must be processed within thirty (30) seconds. |
| ID | **Stakeholder Communications** |
| PM-27 | The Contractor shall respond to users within one (1) business day and provide an interim response within one (1) business day if a completed response is not possible. The Contractor shall provide complete responses to 100 percent of inquiries within three (3) business days. |
| PM-28 | The Contractor shall report Severity One and Severity Two errors to the Agency within 30 minutes of discovery. The Contractor shall also report resolution of errors once root causes are identified and implemented. |
| PM-29 | For any performance falling below 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 the discovery. |
| PM-30 | The Contractor shall provide the Agency with updated documentation within 10 business days of the date changes are made to the operational procedures. |
| ID | **Drug Rebate** |
| PM-31 | The Contractor must generate and transmit, to CMS, a file of manufacturer rebate invoice information including original invoices, interest amounts, prior period adjustments, and adjustments resulting from resolved disputes quarterly after invoicing manufacturers, in a format specified by CMS. |
| PM-32 | The Contractor must provide quarterly drug rebate information in a form compatible with the Department’s submission of the Quarterly Expense Report of the Medicaid Budget and Expenditure System (CMS-64) reporting requirements on or before 15 days following the close of a quarter’s end. The Contractor must measure and report its performance on this SLA quarterly. Measurement includes both provision of the CMS file of manufacturer rebate invoice information and drug rebate information for the CMS-64. |
| PM-33 | The Contractor must invoice 100% of participating manufacturers for Federal, Agency supplemental, and Medicaid-like rebates no later than 60 days after the end of the quarter, or in compliance with the timelines of the federal government and the Department for generating manufacturer drug rebate invoices. |
| PM-34 | The Contractor must submit the manufacturer rebate invoice summary for the Department’s approval at least three business days prior to invoicing participating manufacturers. |
| PM-35 | The Contractor must ensure that all Drug Manufacturers are charged interest as stipulated in each manufacturer’s respective Supplemental Drug Rebate Contract. Interest shall be calculated on only the Manufacturer’s undisputed account balance unless written notification is provided by the Department to do otherwise. |

|  |  |
| --- | --- |
| **ID** | **Utilization Management & Clinical Support** |
| **PM-6** | The Contractor shall develop the agenda and meeting packet and provide the Agency for review and approval no less than 30 days prior to the meeting date. |
| **PM-37** | The Contractor shall post board and/or committee meeting agenda and minutes on the web portal within Agency-approved timeframe in accordance with Iowa Code Chapter 21. |
| **ID** | **Reporting Analytics** |
| **PM-38** | The Contractor must provide the **draft** CMS-required Drug Utilization Review Annual Report to the Agency on or before April 1 of each year. The Contractor must provide the **final** CMS-required Drug Utilization Review Annual Report to the Agency on or before June 1 of each year. |
| **PM-39** | The Contractor must deliver all required scheduled reports on time: weekly, quarterly, annually, etc.   * Monthly Reports: Submitted by the 15th of the month after the last day of the previous month. * Quarterly Reports: Submitted by the 15th of the month after the close of the quarter. * Annual Reports: Submitted by the 30th of the month after the close of the Agency Fiscal Year (SFY). |
| **PM-40** | All requests for ad hoc reports must be completed within seven (7) business days of a request unless otherwise negotiated at the time of the Agency’s request. |
| **PM-41** | Ninety-eight percent (98%) accuracy is required on all reports. The Contractor is expected to identify and correct any errors on reports. |
| **PM-42** | For report errors identified by the Agency, the Contractor has ten (10) business days to correct the error. |

### 1.3.3 Monitoring, Review, and Problem Reporting

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

* Verify invoices and supporting documentation itemizing work performed prior to payment;
* Determine compliance with general Contract terms, conditions, and requirements; and
* Assess compliance with deliverables, performance measures, or other associated requirements based on the following:
  + The Agency’s representative will perform at minimum monthly desk monitoring of deliverables, reports, and results to determine the success of the Contractor.
  + The Agency’s representative will sign-off on completed Scope of Work items, as needed, provide feedback on progress, and determine if other measures are required to ensure achievement of items approved and documented.

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

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

#### 1.3.3.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during 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 completed when Contract is drafted.}

#### 1.3.4.2 Payment Methodology

The Contractor will be paid based on the project phase following the methods described in this section.

This project is divided into two phases, Design, Development, and Implementation (DDI), and Maintenance and Operations (M&O). DDI begins when the initial Contract is executed by all relevant parties. M&O begins at the successful conclusion to pre-operational activities and authorization in writing from the Agency to “go-live” with the people, processes, and solutions proposed.

1. **DDI Payments:** The Contractor may invoice for the amounts in accordance with the DDI pricing set forth in Special Contract Attachment 4.1 (i.e., the Cost Proposal), upon completion of the following milestones:

**Table 5: Design, Development, and Implementation Payment Percentages**

| **DDI Payment Schedule** | | |
| --- | --- | --- |
| **DDI Milestones** | **Success Criteria** | **Payment Percentage** |
| Payment Milestone #1 -  Project Start Up and Requirements Validation | * Project kickoff meeting is complete * Contractor submits the Contractor plans and Deliverables described in Special Contract Attachment 4.4. * Agency approves Contractor plans and Deliverables described in Special Contract Attachment 4.4. * Contractor submits completed Requirements Traceability Matrix (RTM). * Roles specified in the Contractor staffing plan are onboarded at the identified capacity level. | 15% |
| Payment Milestone #2 –  Development, Configuration, and Build | * Contractor delivers working versions of the environments per the Agency-approved system implementation plan, including at a minimum a development, test, and production environments. * Contractor demonstrates the ability to make a configuration change in the development environment, test the change, and deploy the change from development to production following the environment management plan. * Contractor delivers final layouts for inputs, data elements, outputs, fields, and detailed interface specifications, and data model. * Contractor delivers data conversion report(s) with results that are approved by the Agency. * Contractor completes all software configuration, in accordance with the software configuration plan | 20% |
| Payment Milestone #3 –Testing and Acceptance | * All testing is complete, following the CMS Testing framework requirements, covering all requirements listed in the Requirements Traceability Matrix and outcomes identified in the Agency and CMS-approved SMC intake worksheet. * Contractor delivers complete and passed test case documentation, including an updated Requirements Traceability Matrix to include test case traceability for each testable requirement. | 20% |
| Payment Milestone #4 – System Deployment “Go-live” | * Contractor has satisfactorily completed all activities identified in the Agency-approved comprehensive operational readiness checklist. * Contractor has conducted training for its staff. * Contractor delivers a working visualization dashboard, providing measurement of all outcome metrics identified in the Agency and CMS-approved SMC intake worksheet. * Contractor completes all required documentation needed to support Operational Readiness Review (ORR) with CMS for final approved CMS and State outcomes. | 20% |
| Payment Milestone #5 – CMS Certification for pharmacy module complete | * The earlier of; a) confirmation from CMS that no further follow-up, remediation, documentation, etc., is required from the Contractor to receive CMS certification; or b) the receipt of the CMS Certification Letter corresponding to the final approved CMS and State outcomes. | 25% |

1. **Maintenance and Operations (M&O) Payments:** Payments made during M&O will be paid based on activities in three potential areas:
2. Fixed Operations Costs: Fixed Operations Costs are those costs described within Special Contract Attachment 4.1 (i.e., the Cost Proposal) Table 3 M&O.
3. Licensing Costs: Licensing Costs will be paid in two ways, Contractor (Vendor) owned licensing, and third-party licensing. For Contractor-owned licensing, the invoice must be the monthly average of the annual amount within Special Contract Attachment 4.1 (i.e., the Cost Proposal) Table 4 – Licenses based on the current Contract year. For third-party licensing, Contractors may submit their licensing cost when it is due, up to the amount listed in Special Contract Attachment 4.1 (i.e., the Cost Proposal) Table 4. The Agency reserves the right to take over any third-party license at any time at the discretion of the Agency. The costs of Contractor-owned and third-party licensing may be submitted as part of the monthly invoicing process. Contractor-owned licensing costs are subject to the Performance Measure Withhold.
4. All licensing costs submitted on the monthly invoice shall be itemized by license name and identified as either Contractor-owned, or Third-party.
5. Change Service Request (CSR) Optional Costs: CSR costs shall be invoiced based on the terms agreed-upon within the approved CSR based on actual hours and rates in Table 6 – Rate Card. The total amount of CSR hours per year is not guaranteed and will be based on the needs of the State. For active CSRs, Contractors must provide supporting staffing reports with their invoice that include the role, hourly rate, and hours by resource as part of supporting documentation with the invoice. The if the actual blended rate of the resources on the CSR exceeds the Maximum Blended Rate per Hour as provided in Table 6-Rate Card, the invoice amount shall be the total hours worked multiplied by the maximum rate for the current Contract year. If more than one CSR is active within the invoice period, the hours and resources shall be reported separately by CSR and by invoice line. CSR payments are not subject to the Performance Measure Withhold. CSRs may have other performance or payment conditions as part of the approved scope of Work and CSR agreement. CSR hourly rates may only be billed for applicable work approved and prioritized by the Agency in a CSR. The Contractor may only bill CSR hours to staff working on the CSR above and beyond the operational staff level included in the approved Staffing Plan.
6. Performance Measure Withhold. The Contractor will reduce their normal monthly operational invoice by 10%, regardless of actual performance. The Contractor will perform a monthly operational compliance assessment as part of their invoice process. The Contractor will prepare reporting and facilitate a quarterly retrospective with the Agency to review performance for the preceding three months. At the conclusion of a successful quarterly retrospective, the Contractor may submit an invoice for the amount withheld during the prior three months. If a performance measure was not met, the Agency may direct the Contractor to reduce the amount of the quarterly invoice by the percentage defined for that performance measure not in compliance, as measured on a calendar month basis.

In the event the Contractor does not meet the defined performance measure in more than one area, multiple withholds may be added together up to a maximum of 10% per month, each month of the quarter (the total amount previously withheld by the Contractor during the normal monthly invoicing).

1. Turnover. 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.
2. Pass-Through Costs. The Contractor may separately invoice the Agency for actual postage as pass-through costs, subject to Agency approval. Any other materials that may be provided as pass-through costs shall be approved ahead of time, in writing, by the Agency. Pass-through costs are not subjected to the Performance Measure Withhold.
3. **Enhancement Pool CSRs**

The Contractor will be paid an hourly rate based on the below established rate card for approved CSR hourly work completed, in accordance with the pricing set forth in the Payment Table above.

1. CSR rate card may only be billed for significant systems Enhancements approved and prioritized by the Agency in a CSR and requiring resources beyond the dedicated M&O staff identified in Section 1.3.1.1. Under no circumstances can the Contractor bill for M&O activities, whether the hours are performed by the dedicated M&O staff or by additional resources brought in to backfill.
2. Withholding Payment. The Contractor may invoice ninety percent (90)% of the incurred CSR amount each month. The Contractor may invoice the remaining ten percent (10%) withhold amount ninety (90) days after the code has been successfully moved to production.

#### 1.3.4.3 Time Frames for Regular Submission of Initial and Adjusted Invoices

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

#### 1.3.4.4 Submission of Invoices at the End of State Fiscal Year

Notwithstanding the time frames above, and absent (1) longer time frames 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 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

#### 1.3.4.5 Payment of Invoices

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

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

#### 1.3.4.6 Reimbursable Expenses

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

## **1.4 Insurance Coverage**

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

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

## *1.5 Data and Security.*

If this Contract involves confidential information, the following terms apply:

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

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

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

#### 1.5.3 Cloud Services**.**

If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

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

#### 1.5.4 Addressing Concerns.

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

## *1.6 (Reserved)*

## *1.7 (Reserved)*

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

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

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

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

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

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

# Section 4: Special Contract Attachments

Attachment 4.1 Pricing Schedule

Attachment 4.2 Agency-provided Facilities, Equipment, and Software

Attachment 4.3 Vendor Security Questionnaire

Attachment 4.4 Project Management Plans Deliverables Dictionary

## Attachment 4.1: Pricing Schedule

(TBD)

{To be completed when contract is drafted.}

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

As part of the Contract agreement the Agency will not require 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 workspace\* (on-site only) | * HHS Standard Forms |
| * Telephones and telephone service | * Access to storage (on-site only) |
| * Standard Agency Desktop PC or Laptop with docking station | * Access to break rooms, restrooms, and conference rooms (on-site only) |
| * Keyboard and mouse | * Internet Access (on-site only) |
| * HHS Network Access | * Access to training equipment (on-site only) |
| * Software List (see table below) | * Access to shredding (on-site only) |
| * Access to HHS laptops for occasional use | * Access to copiers including copy supplies, network printers, and Fax (on-site only) |
| * Printing, envelopes, and postage for correspondence directly related to the Iowa Medicaid Program |  |

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

**Systems and Software List**

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

|  |  |
| --- | --- |
| **Name of System/Software** | **Business Purpose** |
| Adobe Acrobat | Reports |
| Appeals Information System (AIS) | HHS System for appeal tracking |
| Cisco VPN | Laptop secure connection to the HHS network |
| HHS Data Warehouse and Decision Support System | This system provides access to data for data analysis and decision-making capabilities. The DW/DS system maintains the most recent 10 years of claims data from the MMIS, as well as MCP encounter data. Its relational database includes the full claim record for adjudicated claims and other Member, provider, reference and prior authorization data from the MMIS. |
| Iowa Medicaid Portal Access (IMPA) | Secure HHS system for document uploads. |
| Microsoft Office 365 (Access, Excel, PowerPoint, Project, Publisher, Sharepoint, Visio, Word) |  |
| Microsoft Windows 10 Enterprise Operating System | Operating system |
| Microsoft Outlook | Email and Calendar |
| Microsoft Teams | Video conferencing, project documentation, chat functionality. |
| MMIS | Medicaid information system (provider enrollment, medical claims) |
| OnBase Suite of Tools | Workflow and document management system used with call center operations, correspondence, and provide enrollment |
| PowerBI | Data visualization software |
| RightFax Utility Software | Fax utility software |
| Roxio CD/DVD Creator Basic | CD/DVD Creator |
| Tableau | Data visualization software |
| WinZip | Send/receive compress/ encrypted files |

## Attachment 4.3: Vendor Security Questionnaire

(submitted after contract award)

|  |  |  |  |
| --- | --- | --- | --- |
| **Vendor Name:** | | **Completed by:** | **Date:** |
| **Updated:** |
| **Question** | | **Response** | |
| **Data Protection** | | | |
| 1 | In what geographic location(s) will HHS datastore? Specify the timeframe in which HHS will be notified if this changes. |  | |
| 2 | How does the vendor detect changes to the integrity of HHS data and what measures are in place to ensure HHS 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 HHS data? |  | |
| 5 | Define a security incident |  | |
| 6 | Describe the vendor’s incident response and reporting program |  | |
| **Cloud Service Providers** | | | |
| 7 | Will HHS 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 HHS be assured cloud service providers meet the same security standards as that of the vendor? |  | |
| **Access Control** | | | |
| 12 | Who has access to the systems providing HHS data and services? How is this access controlled? |  | |
| 13 | What authentication method is required to access HHS 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 HHS data? |  | |
| 16 | Specify the frequency vendor staff access to HHS 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. |  | |
| **Regulatory Compliance** | | | |
| 18 | Is the vendor a HIPAA covered entity? |  | |
| 19 | Is the vendor a business associate of HHS? 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. |  | |
| **Business Continuity and Resiliency** | | | |
| 24 | Does the vendor have a business continuity plan? |  | |
| 25 | How often is the business continuity plan tested? |  | |
| 26 | How does the vendor ensure HHS can continue doing business at all times, even if there is a permanent catastrophic failure or natural or man-made disaster where HHS data or services are located? |  | |
| 27 | What guarantees does the vendor provide for recovery time objectives (RTO) and recovery point objectives (RPO)? |  | |
| **Service and Data Integrity** | | | |
| 28 | Is HHS data encrypted in transit? If so, specify the encryption algorithm and cipher strength Who owns the encryption key? |  | |
| 29 | Is HHS data encrypted at rest? 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 HHS 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 HHS? |  | |
| 34 | What resources will HHS 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 HHS data? |  | |
| 41 | Does the vendor utilize a web application for this service? If so, does the vendor follow the OWASP Top 10 List? |  | |
| **Non-production Environment Exposure** | | | |
| 42 | Is HHS 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 HHS data used in testing? |  | |

## Attachment 4.4: Project Management Plans Deliverables Dictionary

The Deliverables Dictionary lists and describes the project management deliverables required of the PBA Services Contractor. The time of delivery and delivery cadence of each deliverable is subject to change based on evolving project needs and timelines, and is subject to Agency approval. All deliverables will be developed and submitted at least once, while some will be submitted multiple times either due to their recurring cadence, requirements for multiple submissions/updates (e.g., updated Turnover and Closeout Management Plan prior to contract conclusion), or ad hoc/required updates (e.g., updated Master Test Plan to account for updated CMS guidance).

| ID | Deliverable Name | Description | Delivery Timing |
| --- | --- | --- | --- |
| D01 | Project Charter | States the business need, assumptions, constraints, governance framework, project guiding principles and understanding of the project, and the services the Contractor will provide. | Initial and Final submission within 30 calendar days of contract execution. |
| D02 | Communications and Stakeholder Engagement Management Plan | Defines stakeholder groups, outlines key messages, and organizes outreach and engagement activities to achieve intended communication objectives.  Also provides the Contractor’s approach to detail the varying levels and needs of project stakeholders for information regarding the project, status, accomplishments, and impact on stakeholders. At a minimum this document should include:   * Communication vehicles, participants, and schedules (including, but not limited to, standing project meetings, purpose, audience, frequency) * Target stakeholders, maintenance of contact list, messaging preferences, and frequency of communication * Reporting, required project communications, resolution approaches, and techniques to address stakeholder engagements * Approach and processes related to management of action items including, but not limited to:   + Documentation of action items   + Location where action items will be recorded and stored   + Communication and follow-up approaches for action items | Initial submission within 30 calendar days of contract execution.  Final submission within 60 calendar days of contract execution. |
| \*D03 | Staffing Plan | Provides the Bidder’s approach for staff positions necessary to operate and maintain PBA services in accordance with all requirements set forth in RFP. At a minimum this plan shall include:   * All applicable key staff required by PRMP, plus any additional staff (key and non-key) as determined by the vendor to be necessary to support the work proposed under this RFP. * A description of the vendor’s proposed team that exhibits the vendor’s ability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work as described in this RFP. * Organization charts for the operation showing both the vendor staff and their relationship to the PRMP staff that will be required for the delivery of all necessary PBA services The organization chart should denote all key staff and non-key positions with a summary of each key staff’s responsibilities. * Identification of subcontractor staff, if applicable. * Detailed explanation of how the prime vendor will manage any subcontractor partnership including, but not limited to, the performance standards in place between the prime vendor and subcontractor, if applicable.   The Staffing Plan must be updated by the Bidder and approved by the Agency annually. | Initial submission with RFP response.  Final submission within 30 calendar days of contract execution. |
| D04 | System Support Management Plan | Describes the Contractor’s approach to managing system support, minimally including:   * Detailed program understanding * Scope * Roles and responsibilities * Bidder value proposition * Approach to workflow management and ongoing process improvement * Approach to maintaining system support process documentation * Approach to maintaining a system support help desk that addresses provider and Agency requests for assistance, problem reporting and resolution * System, User Acceptance, parallel, stress/volume, and pilot testing approach document * Description of the core operations support—including management approaches, licensing, infrastructure support, system maintenance and upgrades support, and reporting for each * Applicable supplemental services * Detailed expectations around any Agency responsibilities * Detailed approach to interacting with the other key contractors such as the MMIS contractor and managed care organizations * Approach to physical/logistical security for facilities management for any off-site server facilities * Description of how Agency staff or their designees may conduct on-site visits to all contractor locations supporting this contract with prior notice   The System Support Management Plan must be updated by the Contractor and approved by the Agency annually. | Final submission within 60 calendar days of contract execution. |
| \*D05 | System Implementation Plan | Details the Bidder’s specifications for system implementation. The System Implementation Plan shall include:   * Description of implementation * Points of contact * Major tasks * Implementation schedule * Implementation support * Hardware, software, and materials * Documentation * Configuration management * Definition of how release and deployment packages can be tracked, installed, verified, and/or uninstalled or backed out * Definition of how skills and transfer of knowledge will occur to support business activities | Initial submission with the RFP response.  Final submission within 30 days of contract execution. |
| \*D06 | Transition Plan | Details the Bidder’s approach and tasks to complete a successful transition from the current contract and solution to full system support and takeover of PBA professional services. The activities detailed in the Transition Plan shall include at a minimum:   * Reviewing the turnover plan from the incumbent Contractor. * Developing and utilizing an Agency-approved comprehensive operational readiness checklist of its start-up activities; * Ensuring that all checklist activities have been satisfactorily completed and signed-off by the Agency; * Developing and implement a corrective action plan for all outstanding activities for review and approval by the Agency; * Conducting training for its staff. * Gathering and documenting all Agency technical and operational requirements pertaining to work performed under this Contract; * Producing and update all operations documentation and obtain Agency approval of each iteration; * Establishing Agency-approved interfaces, as necessary; and * Obtaining written approval from the Agency to start operations. | Initial submission with the RFP response.  Final submission within 60 days of contract execution. |
| D07 | Security Plan | Details the Contractor solution’s security requirements, controls, roles, and responsibilities of authorized individuals. This plan shall also include:   * + - How the Contractor will meet privacy, regulatory and security standards, including CMS-required Independent Third-Party Security & Privacy Assessment on production, development, and test environments.     - Data classification controls in place for each identified data classification level. These controls may include requirements related to:   Storage type and location;  Encryption;  Access control;  Data destruction;  Data loss prevention;  Public disclosure;  Logging and tracking access; and  Other control objectives, as needed.   * + - Security and Privacy Assessment Report (SAR), deliverable to the Agency and CMS. The Contractor shall use CMS templates for all required CMS deliverables, if available.     - Privacy Impact Analysis using the Agency’s template.     - Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls.     - Annual updates to all security policies, controls, processes, and documentation based on the current NIST SP 800-53 and all other relevant federal and state regulations. | Initial submission within 60 calendar days of contract execution.  Final submission within 90 calendar days of contract execution. |
| D08 | Reporting Plan/Report Inventory | Details requirements for submitting reports to the Agency and includes a complete inventory of all reports supported by the Bidder, including report frequency and due date. | Final submission within 90 calendar days of contract execution. |
| D09 | Change Management Plan | Provide the Contactor’s approach to conduct change management. The Change Management Plan shall include:   * Change management tools and approaches * Processes for documenting, reviewing, requesting, and approving or denying requests * Processes for performing potential and actual impact analyses for each change request * Processes for planning, implementing, and maintaining changes * Processes for controlling and managing changes throughout the life of the project * Alignment with the change management requirements in the RFP | Final submission within 30 calendar days of contract execution. |
| D10 | Quality Management Plan | Provides the Contractor’s approach to monitor the quality and accuracy, as well as continuous workflow analysis, of the functions that are essential to the overall success of the project Bidder’s shall detail their quality management processes and experience. The Quality Management Plan shall include:   * Defined Quality Assurance approach * Deliverable review process, including acceptance criteria * Quality Control and Assurance approach, including reports * Scheduled reviews of key project phases and milestones | Final submission within 60 calendar days of contract execution. |
| D11 | Disaster Recovery and Business Continuity Plan | Provides the Contractor’s approach to working collaboratively with the MMIS contractor and Agency in the event of a disaster; and the Bidder’s approach to collaboration and detailed restoration processes/steps. Include an impact and risk assessment of the dependencies between the MMIS contractor and the PBA services contractor, including mitigation plans for each identified concern.  Provides the Contractor’s approach to ensure business continuity in the event of a disaster. | Final submission within 120 calendar days of contract execution. |
| D12 | Risk and Issue Management Plan ( | Provides the Contractor’s approach to report and manage operational risk, and must contain the following elements:   * Risk management tools * Data sources that support risk management * Roles and responsibilities * Criticality and probability measures * Escalation measures * Mitigation techniques   Must provide the approach the Bidder plans to use to report and manage operational issues, and must contain the following elements:   * Issue management tools * Data sources that support issue management * Roles and responsibilities * Criticality measures * Escalation measures * Corrective action plan methodology   Must include the Bidder’s approach to assessing and communicating performance risks and/or issues resulting from the technological solution.  Must incorporate the risk mitigation approach approved during the clarification period. | Initial submission within 60 calendar days of contract execution.  Final Submission within 120 calendar days of contract execution |
| D13 | Training Plan | Provides the Contactor’s approach to training Contractor staff and other stakeholders in all systems, software, and applications required to perform the Contractor’s functions under the Contract.  Training of Contractor staff on HIPAA and information security policies and procedures at minimum:   * + - * Orienting new employees to policies and procedures.       * Conducting periodic review sessions on policies and procedures.   Continuous standard operating procedures training process for Contractor staff. At minimum, the Contractor shall train staff when:   * + - * New staff or replacement staff are hired.       * New policies or procedures are implemented.       * 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.   Training of Agency employees and other Agency contractors on the use of the POS System and Contractor-provided systems or applications, as necessary.  Training of Providers   * + - * Assist the Provider Services business unit in training of providers to educate them on pharmacy policy and billing.       * Develop educational information in any format, as deemed necessary by the Agency based on provider and member needs.       * Complete and submit all provider manual changes and updates, at a minimum of three times annually following Agency approval. | Initial submission within 90 days of contract execution  Final submission within 60 days prior to onboarding of staff. |
| D14 | Quality Assurance/Quality Improvement Plan | Provides the Contractor’s approach to quality assurance and improvement procedures based on proactive improvement. This plan shall provide at a minimum:   * Quality improvement goals and objectives * Activities to meet quality improvement goals and objectives * Description of how quality initiatives will be managed * Description of any quality improvement training and/or support that will be developed and implemented * Description of the communication plan for quality improvement activities and processes, including how updates will be communicated to stakeholders * Description of evaluation/quality assurance activities that will be used to determine the effectiveness of the plan’s implementation | Initial submission within 30 calendar days of contract execution.  Final submission within 120 calendar days of contract execution |
| D15 | Outcomes Improvement Plan | The Outcomes Improvement plan details the activities necessary to identify actionable initiatives to improve health and program outcomes. At a minimum this plan shall detail:   * Research PBA the Contractor conducted on activities to identify the features of policy design and implementation associated with success * Propose pilots to test novel strategies or improvements to existing strategies. * Propose actionable initiatives that improve member outcomes, including details on how to structure required activities. * Summarize decision documents related to capturing details, including pros, cons, estimated level of effort, and cost, of the proposed initiatives to help inform Agency decisions on which initiatives to invest. * Summarize metrics used measure performance of initiatives | Initial submission within 90 calendar days of contract execution.  Final submission within 120 calendar days of contract execution |
| D16 | Project Schedule | Provides a detailed task-by-task schedule of activities to be completed during the DDI, Stabilization, and Certification phase of the project, tying back to the WBS. The Project Schedule shall identify start and end dates, durations, work estimates, resources, predecessors, and successors for each task, deliverable, and milestone. The project schedule must clearly demonstrate how the Project will become fully operational by the delivery date.  At a minimum, the Project Schedule should be updated weekly during the DDI, Stabilization, and Certification phases of the project. The Project Schedule should be delivered in Microsoft Project®, or a schedule tool agreed upon by the Agency, and PDF format. Submitted with each Project Schedule should be a document that details the changes made to the Project Schedule since the prior submitted version. | Final submission within 60 days of contract execution. |
| D17 | Master Test Plan | The Contractor shall develop a comprehensive Master Test Plan. Comprehensive and thorough testing throughout the IT investment life cycle shall be met in accordance with the CMS Testing Guidance Framework. The Master Test Plan is a technical document that details a systematic approach to testing a specific system such as a device, machine, or software. The Master Test Plan contains a detailed understanding of the workflow and functions of the system and documents how each of those will be tested to find out if the system works per its design, to find bugs, and determine its actual limitations.  The Master Test Plan shall include, but not be limited to:   * Software testing strategy, methodology processes, standards and guidelines for all software testing, including conversion testing activities * Specification of entrance and exit criteria for each of the test phases/events (i.e., SIT, UAT, etc.) * Templates and standards for all testing artifacts and deliverables * Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects) * Description of approach for regression testing based on an analysis of which parts of the system may be affected by proposed and designed changes to the system and other supporting technologies * Standards for establishing bi-directional traceability to requirements and design * Testing strategy (unit testing, functional testing, regression testing, integration testing, UAT, performance testing, manual and automated and/or scripted testing, disaster recovery, and end-to-end integration testing of COTS products, if any) * Plans for preparing the test/staging environment * Test scenarios, test cases, and test scripts added as design progresses * Approach toward automation testing and self-documenting nature of testing | Final submission 90 days prior to beginning of testing. |
| D18 | Release Management Plan | Describes the Contractor’s approach to planning, designing, scheduling, testing, deploying, controlling software releases, and define release management roles and responsibilities | Final submission within 90 days of contract execution |
| D19 | Configuration Management Plan | Addresses how the Contractor will manage the responsibilities, procedures, activities, and oversight necessary to provide configuration identification, change control, status accounting and configuration audits | Final submission within 90 days of contract execution |
| D20 | Requirements Management Plan | Describes how the Contractor will ensure all stakeholder and business requirements are captured, analyzed, managed, and addressed by the project plan | Final submission within 90 days of contract execution |

\*Initial draft due with RFP response