



REQUEST FOR PROPOSAL (RFP)

**Behavioral Health Administrative Services Organizations
(BH-ASOs) Designation(s) for Districts 1, 2, 3, 4, 5, 6, and 7
BEHEOPC-25-201**

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RFP Purpose.

The purpose of this Request for Proposal (RFP) #BEHEOPC-25-201 is to solicit Proposals that will enable the Iowa Department of Health and Human Services (Iowa HHS or “Agency”) to select the most qualified Bidder in each [Behavioral Health District](#)¹ (“District”) to be designated as a District lead entity known as a Behavioral Health Administrative Services Organization(s) (BH-ASO). Bidders may elect to submit a Proposal including one or more Districts. Bidders must complete section 3.2.3.2 for each District included in the Proposal.

The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining factors necessary for submission of a comprehensive Proposal. The Agency adheres to all applicable federal and state laws, rules, and regulations when entering into Contracts for services. The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the designation of the District lead entities. Issuance of this RFP in no way constitutes a commitment by the Agency to award a Contract.

Lead Entity Designation.

The Agency anticipates designating the most qualified entities to serve as BH-ASOs. Upon designation, a BH-ASO shall be considered an instrumentality of the state and shall function as a subrecipient for the purposes of the federal Community Mental Health Services Block Grant, 42 U.S.C. §300x et seq., and the federal Substance Use Prevention, Treatment, and Recovery Services Block Grant, 42 U.S.C. §300x-21 et seq. BH-ASO shall comply with all federal requirements applicable to subrecipients under the block grants.

An entity’s designation as a BH-ASO shall continue until the designation is removed by the Agency, the BH-ASO withdraws, or a change in state or federal law necessitates the removal of the designation.

Contracts with designated BH-ASOs are anticipated upon designation with an initial eighteen-month Contract term effective on or before January 1, 2025. A subsequent Contract term and awards will be issued beginning July 1, 2026, with the amount of each award to be determined at the sole discretion of the Agency.

Bidder Eligibility Requirements.

Bidders must conform with criteria outlined at 2024 Iowa Acts, chapter 1161, division 1, sec. 4 including:

1. An organization that coordinated administrative services or mental health and disability services for a mental health and disability services region formed on or before June 30, 2024, or;
2. A public [entity] or private nonprofit agency located in a Behavioral Health district, or any separate organizational unit within the public [entity] or private nonprofit agency, that has the capabilities to engage in the planning or provision of a broad range of Behavioral Health Prevention, Education, Early Intervention, Treatment, Recovery Support, and Crisis Services related to mental health and addictive disorders, including, but not limited to, alcohol use, substance use, tobacco use, and problem gambling, only as directed by the Agency.

¹ Iowa Behavioral Health Service System District map – Attachment G

Procurement Timetable

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

Event	Due Date & Time
Agency Issues RFP Notice to Targeted Small Business Website:	August 30, 2024
Agency Issues RFP to Bid Opportunities Website:	September 1, 2024
Round 1, Bidder Written Questions Due:	September 11, 2024 3:00 p.m.
Bidder Mandatory Letter of Intent to Bid due:	September 18, 2024 3:00 p.m.
Round 1, Agency Responses to Questions Issued:	September 18, 2024
Bidders' Conference Will Be Held On:	September 25, 2024 1:30 p.m.
Round 2, Bidder Written Questions Due:	October 7, 2024 3:00 p.m.
Round 2, Agency Responses to Questions Issued:	October 11, 2024
Bidder Proposals and any Amendments to Proposals Due	October 18, 2024 3:00 p.m.
Notification to Bidders Regarding Presentations	November 18-19, 2024
Bidder Presentations of Proposals will be held on the following dates and will be conducted virtually via TEAMS or similar format.	November 20 – 21, 2024
Agency Announces Apparent Successful Bidder(s) / Notice of Intent	December 30, 2024
Anticipated Start Date of Contract(s):	January 1, 2025

Section 1. Background and Scope of Work

1.1 Background.

On July 1, 2023, a number of Iowa's state agencies and programs were formally aligned to form a single state agency, the Iowa Department of Health and Human Services (Iowa HHS). Upon its formation, Iowa HHS began to eliminate system disparities, address challenges, and improve the systems that support health and wellbeing for everyone who calls Iowa home.

Currently, Iowa HHS contracts with local administrators, providers, and community partners across eleven (11) mental health and disability services regions, nineteen (19) substance use and problem gambling safety net service areas, and twenty-eight (28) tobacco community partnerships to deliver a wide array of Behavioral Health Services. Historical disconnect between these systems has created significant burdens for individuals to receive available services and supports and led to duplicative programmatic and administrative functions for providers and system administrators.

To gather direction for next steps, a system alignment assessment of local planning and delivery of health and human services was initiated. The assessment process sought feedback from stakeholders across the state through town hall style meetings, roundtable conversations, surveys and interviews to identify strengths, needs, and opportunities for improvement. Through the process, stakeholders reported inconsistencies in access to Iowa's health and human services array and that systems are difficult to navigate. In addition, stakeholders routinely identified Behavioral Health as a top priority for Iowa communities.

Following the assessment, recommendations were put forward for changes to current planning and service delivery practices to better align across five core health and human services functions:

- Aging and Disability
- Behavioral Health
- Community Access
- Family Well-Being and Protection
- Public Health

Based on the recommendations, Iowa Governor Kim Reynolds proposed landmark legislation to reform Iowa's Behavioral Health Service System. On May 15, 2024, House File 2673 was signed into law. The legislation articulated a new vision of equitable access to a statewide Behavioral Health Service System that includes a comprehensive continuum of Behavioral Health Prevention, Education, Early Intervention, Treatment, Recovery, and Crisis Services. This new system is designed to be consistent and efficient, to better leverage state and federal resources, and to share responsibility between state and local entities and local service providers as partners in ensuring equitable access for all Iowa communities. To achieve this objective, Iowa HHS will combine the functions and funding for mental health and addictive disorders to build a comprehensive statewide Behavioral Health Service System.

In addition, the administration and management of disability services will transition to Iowa HHS's Division of Aging & Disability Services. This alignment will focus on systems of support, care, and connection for all Iowans with disability-related needs as well as their families and caregivers. Iowa HHS will improve training and technical assistance and enhance access to options counseling and information and referral services by identifying additional organizations to participate in the Aging and Disability Resource Center (ADRC) network and creating connection with partners and providers in the disability services system.

The vision for Iowa's Behavioral Health Service System coalesced around building a new foundation to support a framework of shared responsibility and accountability for Iowa HHS, BH-ASOs, local service providers, and all Iowans who identify themselves as stakeholders in Iowa's Behavioral Health Service System. Together, stakeholders will collaborate to plan and build comprehensive, coordinated systems that ensure individuals and families throughout Iowa have clear paths to access services and supports no matter where they live. Through the reduction of duplication and administrative effort, elimination of red-tape, and linkage of federal, state, and local governance and authority, all components of Iowa's Behavioral Health Service System, and its funding, will be aligned to focus on improving and transparently sharing progress toward measurable outcomes that are important to Iowans.

Each component of the Behavioral Health Service System has distinct functions. Each of the components is integral to the overall performance of the system. The functions performed by the Agency include:

- **Policy development and implementation:** develop policy proposals and inform decision makers related to impacts of proposed policies, standards, and regulation of Behavioral Health Services. Ensure that policies developed meet the needs of the state's population and adhere to state and federal regulations.
- **Funding and resource allocation:** manage and allocate state and federal funds to BH-ASOs, providers, and programs to deliver Behavioral Health Services. Ensure resources are equitably distributed, not duplicative of other sources of funding, and effectively support realization of system goals.
- **Oversight:** monitor and evaluate the effectiveness of the Behavioral Health Service System. This includes provider licensure and certification, ensuring provider and BH-ASO compliance with state and federal regulations, and implementing targeted quality improvement initiatives.
- **Data collection and reporting:** collect, analyze, and report data related to Behavioral Health Services and system outcomes. Use data to inform policy development and implementation, funding and resource allocation, and quality improvement initiatives.
- **Public education:** develop and engage in public educational campaigns that raise awareness about Behavioral Health.
- **Interagency collaboration:** coordinate with other state agencies such as Department of Education or Department of Corrections to identify and address Behavioral Health needs in targeted populations. Coordinate and collaborate with BH-ASOs and other local agencies to collect needs assessments and outcomes data to inform statewide Behavioral Health service system planning.
- **Crisis system:** develop and oversee the statewide Behavioral Health crisis service system, including access via 988, to ensure timely support for individuals in acute distress.
- **Workforce development:** identify and address training and technical assistance needs to support recruitment and retention of a strong Behavioral Health workforce, address shortages of qualified professionals through targeted resourcing or removal of regulatory barriers, ensure providers have the necessary skills to deliver effective care, and develop professional pathways to better leverage existing expertise.

- **Grant management:** grant mining, application, and management for federal grants to ensure objectives are met. Ensure that grant-funded work is aligned with and embedded into wider HHS systems for ongoing sustainability, and funds are utilized appropriately.

BH-ASOs are local lead entities that manage and coordinate services within a District. They are an extension of Iowa HHS and serve as a coordinator and convener, or hub, in the Behavioral Health Service System. BH-ASOs are focused on ensuring individuals have access to a full continuum of services and care. The functions by BH-ASO's include the following:

- **System navigation:** ensure individuals receive appropriate, timely access to care by coordinating and connecting to resources and services including supporting applications for services and benefits, and making referrals.
- **Community needs assessment and planning:** conduct and participate in assessment of community needs to identify Behavioral Health needs, including system gaps and emerging issues. Develop and implement plans to address needs and close gaps. Allocate resources and funding to ensure services are available throughout the district.
- **Local service provision:** this may include direct provision of services or contracting with providers and conducting quality assurance for a full array of Behavioral Health Services.
- **Community engagement and education:** engage in outreach, education, and training activities for the community including schools, law enforcement, courts, and healthcare providers on topics such as wellness promotion, mental health first aid, alcohol, tobacco and substance use prevention, and stigma reduction.
- **Collaboration and partnership building:** work with local entities such as schools, law enforcement, courts, and healthcare providers to coordinate services across sectors and address broad social drivers of Behavioral Health needs; build partnerships with community organizations, faith-based groups and other stakeholders to enhance service delivery and support community-based solutions; engage with private sector partners to develop innovative solutions and expand access.
- **Funding and resource management:** seek out, apply for, and manage grants to fund local initiatives; develop and manage budgets to ensure efficient use of resources and sustainability of services; support local service providers in identifying and securing additional funding resources to enhance service delivery and address unmet needs.

Through its system alignment efforts, Iowa HHS is establishing itself as a national leader in adopting and implementing best and emerging practices by embedding its' guiding principles² into Agency-wide efforts. This includes establishing itself and, by extension, lead entities such as BH-ASOs, as Hope-centered agencies. At the District level, BH-ASOs will be integrated into and will provide training and resources using the Science of Hope framework³. The Science of Hope framework seeks to improve the health and resilience of individuals, families, and communities through the intentional act of setting and achieving goals, identification of viable pathways, and support of the willpower necessary to facilitate success.

Thrive Iowa, a Science of Hope initiative, will use existing and new resources to make and manage closed-loop referrals. When Iowans are in need of assistance, Thrive Iowa will:

² <https://hhs.iowa.gov/about/mission-vision>

³ The University of Oklahoma - Tulsa Hope Research Center <https://www.ou.edu/tulsa/hope>

- Help them identify pathways,
- Connect them to clear, accessible entry points for health and human services and supports, and
- Assist them in connecting to faith-based, non-profit, and community-based organizations in their communities.

BH-ASOs will support the Agency in the implementation of Thrive Iowa and other Science of Hope initiatives, statewide.

1.2 Definitions

1.2.1 RFP General Definitions.

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

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

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section.

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

“Proposal” means the Contractor’s Proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

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

1.2.2 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.

“Aging and Disability Resource Center (ADRC)” means a person-centered community navigation and coordination system that blends and braids service delivery methods and funding to ensure supports and services ensure an individual's ability to remain at home and in their community in accordance with their wants and needs.

“Aging and Disability Resource Center (ADRC) Network” means local ADRC organizations that perform ADRC information and assistance and person-centered functions at the local level. These member organizations are designated by the Agency and include, at minimum, the Area Agencies on Aging and Disability Access Points.

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

“At-Risk Individuals” means individuals with access limits or functional needs (temporary or permanent) that indicate enhanced risk of development or exacerbation of a Behavioral Health Condition or interferes with their ability to access care.

“At-Risk Populations” means groups of children, youth, young adults, adults, or older adults at higher risk of developing a Behavioral Health Condition including, but not limited to: individuals with disabilities, pregnant and parenting women, people with limited English proficiency, individuals with limited financial resources, people without access or means to access transportation, or individuals who lack a system of social support.

“Behavioral Health” means mental health and addictive disorders and is inclusive of, but not limited to, mental illness, substance use, problem gambling, and tobacco and nicotine dependence.

“Behavioral Health Administrative Services Organization (BH-ASO)” means the lead entity(ies) designated by the Agency to plan, develop, coordinate, and assure Behavioral Health Services throughout a District in accordance with the Statewide Behavioral Health Service System Plan.

“Behavioral Health Care” means an integrated, recovery-oriented approach to care that acknowledges co-occurring conditions are the expectation, not the exception and contemplates the full continuum of Behavioral Health prevention, education, early intervention, assessment, diagnosis, treatment, recovery, and Crisis Services and supports.

“Behavioral Health Condition” means a substantial limitation in major life activities due to a mental, behavioral, or addictive disorder or condition diagnosed in accordance with the criteria provided in the most current edition of the diagnostic and statistical manual of mental disorders (DSM), published by the American Psychiatric Association.

“Behavioral Health Safety Net Service Providers” means individuals or agencies who primarily provide Behavioral Health Safety Net Services and supports to Uninsured, Underinsured, At-Risk Populations, At-Risk Individuals, Special Populations and/or Targeted Populations.

“Behavioral Health Safety Net Services” means, at a minimum, the following for all children, youth, young adults, adults, and older adults statewide: Prevention, Education, and Crisis Services. Subject to need-based, functional, and financial eligibility criteria, Behavioral Health Safety Net Services for Uninsured, Underinsured, At-Risk Populations and/or At-Risk Individuals include, at a minimum: Mental health and substance use outpatient Treatment services; Mental health and substance use high-intensity outpatient Treatment services; Substance use residential Treatment services; Sobering services; Mental health and substance use inpatient Treatment services; Recovery supports; Care Coordination; Outreach, education, and engagement services; Outpatient Competency Restoration; Hospital alternatives; Screening, assessment, and diagnosis, including risk assessment and crisis planning; and Additional services as required by Iowa Code or Administrative Rule or deemed necessary for a Behavioral Health District or throughout the State as determined by the State Behavioral Health Service System Plan and approved by the Agency in the District Plan. Behavioral Health Safety Net Services are subject to available funds.

“Behavioral Health Services” means any of the following behavioral health: prevention, early intervention, treatment, recovery, and Crisis Services and supports.

“Behavioral Health Service System” means a statewide system of prevention, education, early intervention, treatment, recovery support, and Crisis Services related to mental health and addictive disorders, including, but not limited to, alcohol use, substance use, tobacco use, and problem gambling led by the Agency.

“Central Data Repository” means a data system for collecting and analyzing statewide, Behavioral Health District, and contracted behavioral health provider data.

“Crisis Services” means community-based services that focus on the immediate de-escalation and relief of the distress associated with a behavioral health crisis, reducing the risk that an individual in a crisis harms themselves or others, and providing after care and connection to ongoing follow up to ensure post-crisis stabilization and reduce the reliance on high acuity care or more restrictive environments. Crisis Services include but are not limited to: immediate access to crisis assessment and evaluation, Access Center, Sobering Units, Naloxone administration, 24/7/365 Mobile Crisis Response, Community-Based Crisis Stabilization and Crisis Stabilization Residential Services.

“Culturally and Linguistically Appropriate Services (CLAS) Standards” means to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices and needs of diverse consumers.

“District” means a sub-state geographic area determined by the Agency to define the geographic boundaries of the Iowa Behavioral Health Service System.

“District Behavioral Health Advisory Council” or “District Advisory Council” means a council established by a BH-ASO to identify opportunities, address challenges, and advise the BH-ASO. The structure of the District Behavioral Health Advisory Council must follow the requirements of [legislation](#)⁴ as outlined in 2024 Iowa Acts, chapter 1161 (House File 2673).

“District Behavioral Health Service System Plan” or “District Plan” means a plan developed by the District BH-ASO and approved by the Agency to outline the District Plan to assure access to Behavioral Health Care and Behavioral Health Services throughout the designated District.

“Early Intervention” means intervention, service, or support provided to At-Risk Individuals to ameliorate or relieve early presenting symptoms prior to the development of a Behavioral Health Condition or Disorder.

“Education” means disseminating Behavioral Health knowledge or building resiliency skills through structured learning processes, including support of critical life and social skills such as: decision making, peer resistance and refusal, coping with stress, problem solving, interpersonal communication, and improving judgment capabilities.

⁴ <https://www.legis.iowa.gov/legislation/BillBook?ga=90&ba=hf2673>

“Indicated Prevention” means activities designed to prevent the onset of a condition or disorder in individuals who do not meet medical criteria, but who show early signs of developing a disease or disorder in the future.

“Minimum Access Standards” means standards established by the Agency, by Iowa Code or by administrative rules to ensure equitable access to Behavioral Health Safety Net Services provided through the Behavioral Health Service System including but not limited to when and where services are made available, service and funding eligibility criteria, and Behavioral Health Safety Net Service Provider requirements.

“Prevention” means information dissemination, prevention education, offering alternative activities, wellness promotion, organizing, planning and enhancing community-based processes, developing environmental approaches, and problem identification and referral designed to prevent the onset, reduce the impact, and mitigate the effects of a Behavioral Health Condition.

“Primary Substance Use Prevention” and **“Universal Prevention”** mean activities designed to address the total population for the purpose of preventing exposures to hazards that cause disease or injury, altering unhealthy or unsafe behaviors that can lead to disease, disorder, or injury, and increasing resistance to disease, disorder, or injury should exposure occur.

“Recovery Supports and Services” means non-clinical assistance that facilitates recovery, wellness, and connection between individuals in recovery, service providers, and other supports known to enhance people's quality of life, including system navigation, peer recovery coaching, and peer support.

“Selective Prevention” means activities that target subsets of the total population that are considered at risk by virtue of their membership in a particular segment of the population.

“Special Populations” for the purposes of the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) means pregnant women, women with dependent children, injection drug users, and substance abusers who have tuberculosis.

“Statewide Behavioral Health Service System Plan” or **“Statewide Plan”** means the plan developed by the Agency, subject to public review and comment, that identifies and addresses systemic needs and adopts key strategies, tactics, and goals for the Behavioral Health Service System.

“System Navigation” means in person, online and telephonic support for problem solving and navigation of the services and supports available. System navigators ensure individuals and families who encounter barriers in accessing services and support are able to navigate healthcare, social services, and legal systems.

“Thrive Iowa” means a Hope-centered initiative to use existing and new resources to make and manage closed-loop referrals that will connect Iowans with health and human services and concrete supports.

“Treatment” means clinical inpatient, outpatient, and residential care for individuals with a Behavioral Health Condition or Disorder diagnosed utilizing the most recently published Diagnostic and Statistical

Manual (DSM) criteria⁵. The type, length, and intensity/frequency of intervention(s) used by a Behavioral Health provider is based on the presenting symptoms of the individual.

“Underinsured” means an individual who has insurance coverage but, due to coverage limitations, reimbursement for Behavioral Health Services ordered by a Behavioral Health service provider is unavailable. It is not coverage for denial to authorize a service; denial of payment for a covered service; recoupment of a claim paid does not merit Underinsured status.

“Uninsured” means an individual who does not have insurance, or whose insurance coverage is terminated for short periods of time.

1.3 Scope of Work.

1.3.1 BH-ASO Responsibilities.

1. Assessment and Planning

- a. Participate in state health and human services system planning processes including:
 - a. State Health Assessment and State Health Improvement Plan (Healthy Iowans),
 - b. Statewide Behavioral Health Service System Plan, and
 - c. Community level assessment and planning. This includes conducting and participating in the assessment of community needs to identify Behavioral Health Service System strengths, gaps, and emerging issues as well as developing and implementing plans that prioritize activities and allocate funding.
- b. Complete district level assessments to inform system level efforts. Assessments shall include, but are not limited to:
 - a. A summary of needs, opportunities, and partnerships,
 - b. An overview of Behavioral Health Services throughout the District,
 - c. An inventory of Behavioral Health Safety Net Service Providers and Behavioral Health Safety Net Services available in each county in the District,
 - d. An inventory of strengths and challenges within the current District Behavioral Health Safety Net Service Provider network, and
 - e. A gap analysis that identifies unmet needs and critical gaps to be addressed within the District.
- c. Develop a District Behavioral Health Service System Plan in accordance with the Statewide Behavioral Health Service System Plan and follow District Plan development standards, expected to include, but will not be limited to:
 - a. Collaboration with stakeholders including, but not limited to:
 - i. Persons with lived experience, and
 - ii. Behavioral Health Service System partners including, but not limited to:
 - a. The District Behavioral Health Advisory Council,
 - b. Education,
 - c. Law enforcement,
 - d. Courts,
 - e. Hospitals and healthcare providers,
 - f. County supervisors and other local elected officials,
 - g. Experienced Behavioral Health providers, and

⁵ Currently Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (2022) or DSM-5-TR

- h. Other organizations that represent populations served by the Behavioral Health Service System.
- d. Identify District-level strategies to:
 - a. Meet state Behavioral Health Service System objectives,
 - b. Provide the full continuum of Behavioral Health Services within the District, for people throughout the lifespan, to include:
 - i. Prevention services designed to reduce and mitigate current Behavioral Health Conditions and prevent future Behavioral Health Conditions. Prevention strategies shall incorporate Indicated Prevention, Selective Prevention, and Universal Prevention activities,
 - ii. Evidence-based and evidence-informed Early Intervention and Treatment services,
 - iii. Comprehensive Recovery Supports and Services that facilitate recovery, wellness, and connection between individuals in recovery, service providers, and other supports known to enhance people's quality of life, and
 - iv. Crisis Services with a focus on reducing the escalation of crisis situations, relieving the immediate distress of individuals experiencing a crisis situation, and reducing the risk that individuals in a crisis situation harm themselves.
 - c. Ensure District wide, equitable access to the full continuum of Behavioral Health Services,
 - d. Ensure specialized services are provided with a focus on At-Risk Individuals and At-Risk Populations, and
 - e. Incorporate health equity.
 - i. Utilize CLAS standards to advance health equity, improve quality, and help eliminate health disparities.
 - ii. Utilize individuals with lived experience in the development of Behavioral Health Services, activities, and messages.

2. District-Level System Coordination

- a. Adhere to all state and federal mandates and prohibitions applicable to an instrumentality of the state.
- b. Coordinate the administration and implementation of the District Behavioral Health Service System Plan, with federal, state, and local resources, in order to develop a comprehensive and coordinated local Behavioral Health Service System.
 - a. Assure the full continuum of Behavioral Health Services are provided within the District according to the strategies identified in the District Plan. The full continuum includes:
 - i. Prevention services designed to reduce and mitigate current Behavioral Health conditions and prevent future Behavioral Health conditions. Prevention strategies shall incorporate Indicated Prevention, Selective Prevention, and Universal Prevention activities.
 - ii. Evidence-based and evidence-informed Early Intervention and Treatment services.

- iii. Comprehensive Recovery Supports and Services that facilitate recovery, wellness, and connection between individuals in recovery, service providers, and other supports known to enhance people's quality of life.
 - b. Participate in coordinated System Navigation activities including, but not limited to:
 - i. Assessment and identification of need,
 - ii. Information and referral,
 - iii. Coordination of services,
 - iv. Monitoring and follow up, and
 - v. Utilization, as required, of Agency mandated case management software, referral platforms, and/or eligibility tools.
 - c. Coordinate crisis transition which includes System Navigation and work with law enforcement, jails, courts, crisis service providers, healthcare providers, hospitals, emergency rooms, 911, and 988 to ensure timely access to and secure placement in crisis stabilization, intensive outpatient, sub-acute and residential treatment programs and facilities, Psychiatric Medical Institutions for Children (PMIC), and/or inpatient hospitalization or Behavioral Health Services.
 - d. Coordinate diversion from incarceration and/or long-term institutionalization by assuring urgent and emergency access to Behavioral Health Services exist within the region and referring, monitoring, following-up and coordinating warm hand-offs to ongoing service provision and/or Long-Term Services and Supports (LTSS).
 - e. Ensure Crisis Services is equitably available and accessible to individuals of all ages, regardless of location or ability to pay.
- c. Develop a comprehensive service provider network.
 - a. Assess service provider needs to achieve District Plan strategies.
 - b. Build and maintain relationships with service providers.
 - c. Ensure provider network adequacy.
 - d. Enter into Contracts necessary to provide services under the District Plan.
 - e. Oversee and monitor compliance, quality and performance outcomes.
- d. Administer and manage funds to ensure the sustainability of a comprehensive District Behavioral Health Service System and the efficient use of available federal, state, and local resources.
 - a. Develop and manage complex budgets to ensure efficient use of resources, sustainability of services, and support of local service providers.
 - b. Identify funding priorities in alignment with identified strengths and gaps in the District and State Plans.
 - c. Distribute state appropriations, federal funds, and grants to local service providers, per Contract terms and conditions.
 - d. Administer a payment system for the reimbursement of services by local service providers.
 - i. Gather and validate information from providers and individuals to verify payment validity.
 - ii. Maintain and produce on demand a complete record of all payments.

- e. Monitor and report on utilization of all funds received by the organization, regardless of source.
- e. Oversee and monitor service provision compliance by those entities that provide Behavioral Health Services and activities in accordance with the District Plan.
 - a. Follow state and federal procedures for the management and oversight of Behavioral Health service providers to ensure compliance with the terms of the Behavioral Health providers' contracts relating to the Behavioral Health Service System, and with state and federal law, rules and regulations.
 - b. Conduct program integrity activities including claim auditing functions.
 - c. Monitor service quality and performance outcomes.
 - i. Assess consumer satisfaction and provider performance.
 - ii. Remediate service provision issues.
 - iii. Ensure Minimum Access Standards are met.
- f. Coordinate or provide training and technical assistance to Behavioral Health Services System providers and partners as listed in 1.3.1.1.c.a.ii.
 - a. Identify or create training content aligned with the evidence-based and emerging practices identified in the Statewide Plan, in addition to required compliance activities.
 - b. Share or conduct training opportunities with service providers.
 - c. Conduct performance management and continuous quality improvement activities.
 - i. Work with the Agency to identify performance improvement (PI) activities.
 - ii. Monitor District Plan activities and outcomes.
 - iii. Regularly report achievements and challenges using processes defined by the Agency.

3. Data Collection, Use, Reporting, and Sharing

- a. Provide input, to assist the Agency in the implementation and maintenance of the statewide central data repository.
- b. Follow all Agency procedures for the collection, utilization, and maintenance of data to be shared with the Agency and subsequently stored in the central data repository. This includes following Agency directives regarding informed consent and data sharing procedures.
- c. Report all data required to be maintained in the central data repository to the Agency, as required by the Agency.
- d. Utilize data labeling, definitions, coding, and nomenclature required by the Agency.
- e. Submit data in the form and format required by the Agency.
 - a. Report to the Agency, in a manner specified by the Agency, information regarding services, supports, and other activities concerning the Behavioral Health Service System, provided in the District, including, but not limited to:
 - i. Demographic information,
 - ii. Expenditure information,
 - iii. Utilization, clinical, and client data, and
 - iv. Provider satisfaction data.

- f. Collect, monitor, and utilize data and information as directed by the Agency. This includes, but is not limited to:
 - a. Maintenance of Behavioral Health Service System patient records data for the purpose of paying claims, and ensure this information can be shared with the Agency and provided to the Agency upon request.
 - b. When appropriate, utilizing data to help the District and the Agency understand emerging needs, and to deploy information, resources, and technical assistance in response.
- g. Meet privacy and security requirements for data covered by the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, for substance use data, mental health data, and other sensitive information.
- h. Utilize additional sources of aggregate data and information as provided by the Agency for the purposes of assisting the Agency with understanding Behavioral Health needs of Iowans and outcomes of service provision. These sources may include, but are not limited to:
 - a. Syndromic surveillance data,
 - b. Survey data,
 - c. Behavioral Health Treatment data,
 - d. Call center data, and
 - e. Behavioral Health Prevention data.
- i. Identify and collect community level information, metrics, and data to inform the Agency on the performance of the Behavioral Health Service System, availability of providers, provider network, and client outcomes. Ensure this information can be shared with the Agency and provided to the Agency upon request.
- j. Follow Agency directives to support data-related tasks necessary to maintain continuity of care for clients and the availability of historical record data. This may include working with the Community Services Network (CSN) and the Iowa Behavioral Health Reporting System (IBHRS) to securely gather or transfer current and historical data.

4. Collaboration and Partnership Building

- a. Establish and maintain a District Behavioral Health Advisory Council.
 - a. Adhere to requirements in Iowa Code, Iowa Administrative Rule, and any additional Agency requirements or procedures for selection and appointment of District Advisory Council members and convening and conducting District Advisory Council meetings.
 - b. Develop and implement a process for recruitment of District Advisory Council members to meet District Advisory Council membership requirements outlined in Chapter 225A.
- b. Collaborate with key partners within the state and local HHS system and other systems, including, but not limited to those listed in 1.3.1.1.c.a.ii.
 - a. Actively build and maintain relationships with partners to achieve outcomes and ensure continuity of care, including:
 - i. Development and implementation of Prevention, community engagement, education and training plans to improve awareness and provide

information about the District Behavioral Health Service System and accessing Behavioral Health Safety Net Services. BH-ASOs must:

- a. Use SAMHSA's Strategic Prevention Framework to guide Prevention planning, enhance the development of Prevention efforts and sustain programs and practices that reduce Behavioral Health inequities
 - b. Provide the public with general information about Behavioral Health, including wellness and recovery support
 - c. Target communication to reach At-Risk Individuals and At-Risk Populations
 - ii. Development of innovative results-based solutions;
 - iii. Coordination and expansion of Behavioral Health Service System access and delivery;
 - iv. Ensuring continuity of care;
 - v. Achieving the strategies and outcomes outlined in the State and District Plan.
- b. Support a comprehensive network of Behavioral Health crisis response by:
 - i. Identification of and collaboration with law enforcement Behavioral Health co-responders throughout the District;
 - ii. Ensuring coordination and collaboration between local 911 and statewide 988 Suicide and Crisis Lifeline operations, and;
 - iii. Forming local collaborations and partnerships to ensure awareness and coordination of efforts across crisis and local response systems such as: 988, crisis response services, mobile crisis response, crisis stabilization, dispatch, first responders, law enforcement, schools and healthcare providers.
 - c. As necessary, serve as a local organizer and convener to bring partners together to help meet the strategies and outcomes outlined in the District Plan.
 - d. Actively collaborate with the Agency, other BH-ASOs, and other system partners to highlight successes, discuss challenges, and develop results-based solutions to improve the Behavioral Health Service System.
 - e. When requested by the Agency, serve as a representative on state health assessments, state health planning groups, statewide working groups, or other standing or ad-hoc committees.
- c. Conduct community engagement, outreach and activities to raise awareness about Behavioral Health and available Behavioral Health Services within the District.
 - a. In coordination with the Agency, develop public messaging and presence including website, online resources, and printed or published materials to provide members of the public with information about available Behavioral Health Services throughout the District, including access to and eligibility criteria for Behavioral Health Safety Net Services, locations of Behavioral Health Safety Net Services within all counties in the District, and locations of all BH-ASO access points.

- b. Ensure the public is aware that they are able to access Behavioral Health Safety Net Services regardless of what District they reside in.
- c. Partner with and promote awareness of Your Life Iowa and the 988 Suicide & Crisis Lifeline.
- d. Develop, gather, and disseminate resources and example policies such as: Tobacco Free and Nicotine Free resources and policies, Substance-Use, Problem Gambling, and Alcohol Misuse resources and policies, Drug-Free Workplace policies and stigma reduction, mental health promotion and suicide prevention policies.
- d. Ensure the existence of educational programs in communities throughout the District, including for schools, law enforcement and healthcare providers on topics such as crisis intervention, mental health awareness, suicide prevention, substance use prevention, tobacco and nicotine prevention, alcohol misuse prevention, problem gambling prevention, and stigma reduction.
- e. Provide training and technical assistance to providers and community partners throughout the District including targeted training for Behavioral Health Safety Net Providers.

1.3.2 Performance Measures.

Reimbursement will be based upon successful performance in meeting the requirements and Deliverables outlined in the Contract. All Deliverables must meet Agency approval prior to payment of the reimbursement. Failure to provide Deliverables meeting Agency satisfaction will result in non-payment of the corresponding Deliverable. Additional performance measures will be specified in future contract amendments.

1.3.3 Agency Responsibilities.

The Agency will establish regular meetings with BH-ASO(s) to ensure compliance and timeliness of Deliverables. Meetings will occur at a mutually agreed upon time and may be in-person, virtual, or by phone.

1.3.4 Contract Budget and Payment Methodology.

The Agency anticipates the development and utilization of a hybrid approach to payment which will include:

1. A Deliverable-based budget that includes key BH-ASO Deliverables and payment amounts to be determined by the Agency. Budgets will be developed and negotiated after successful bidders have been identified. Deliverable based projects will be negotiated annually based on priorities and available funding.
2. A line-item budget that includes expenses related to the provision of Behavioral Health Services. The line-item budget will be developed by the Contractor in the District Behavioral Health Service System Plan in accordance with the funding allocated to the District by the Agency.
3. Administrative costs, including costs and fees that may include, but are not limited to, those that have been incurred for common or joint purposes or objectives, benefiting more than one cost objective, and/or cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of administrative costs shall include general administration and general expenses such as accounting, expenses of executive officers, personnel administration, costs of operating and maintaining the facility, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, depreciation, and other costs necessary to support the delivery of services. Administrative costs are limited to seven percent of costs funded by state appropriations, pursuant to 2024 Iowa Acts, Chapter 1161 (House File 2673).

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(s). The Issuing Officer for this RFP is:

Kyle Welander
Iowa Department of Health and Human Services
321 E. 12th St.,
Des Moines, IA 50319

Phone: (515) 369-2803
kweland@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder(s), 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.

Materials available electronically include:

[Iowa Department of Health and Human Services System Alignment](#) webpage

[Iowa Behavioral Health Service System](#) webpage

[Iowa Department of Health and Human Services Table of Organization](#)

2.5 Mandatory Intent to Bid.

The Agency requires that Bidders provide their intent to bid (Attachment H) by email to the Issuing Officer by the due date and time in the Procurement Timetable. Submitting an intent to bid **is a mandatory requirement. Proposals received from entities that did not submit an intent to bid by the due date and time will be disqualified.**

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

shall 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. The intent to bid shall also indicate which District or Districts the Bidder intends to submit a Proposal for. This indication does not obligate the Bidder to submit a Proposal for that District. The Agency may cancel an RFP for lack of interest based on the number of letters of intent received.

2.6 Bidders' Conference.

The Bidders' conference will be conducted virtually as a Microsoft Teams meeting 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. Bidders who submit an intent to bid will be sent a meeting notice that includes a link to the virtual Bidders' conference.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid to the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") using the **Attachment F: Questions, Request for Clarifications, and Suggested Changes Template** 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.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date 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 Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the 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 Proposal received after this deadline will be rejected and will not be evaluated.

Proposals are to be submitted in accordance with the Proposal formatting section of this RFP. Proposals may not be hand-delivered to the Issuing Officer. Proposals must be submitted electronically.

Bidders are required to submit the Mandatory Intent to Bid. See 2.5. After Bidders submit the Mandatory Intent to Bid they will be provided instructions on how to submit their Proposal

electronically. Only Bidders who submit the Mandatory Intent to Bid will be allowed to submit bids electronically.

2.9 Amendment to the RFP and Proposal.

Each Bidder is responsible for ensuring that their Proposal and any permitted amendments are submitted electronically by the established deadlines. Amendments must be received utilizing the same electronic submission method as set forth in the RFP for the submission of the original Proposal, and amendments must be titled numerically.

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 Proposals, the Agency may, at its sole discretion, allow Bidders to amend their Proposals.

2.10 Withdrawal of Proposal.

The Bidder may withdraw its Proposal prior to the closing date for receipt of 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 Proposal.

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

2.12 Rejection of Proposals.

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

2.13 Review of Proposals.

Only Bidders that meet the mandatory requirements, and are not subject to disqualification, will be considered for designation.

2.13.1 Mandatory Requirements.

Bidders must meet the following mandatory requirements or will be disqualified and not considered for award of designation:

1. The Issuing Officer must receive the Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
2. The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
3. The Bidder is eligible to submit a Proposal in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
4. The Bidder submits a Mandatory Intent to Bid in accordance with both Section 2.5 and this RFP's Procurement Timetable.

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 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 Proposals for reasons that include, but may not be limited to, the following:

1. Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2),
2. Bidder fails to comply with the RFP's formatting specifications so that the Proposal cannot be fairly compared to other bids (See RFP Section 3.1),
3. Bidder fails, in the Agency's opinion, to include the content required for the RFP,
4. Bidder fails to be fully responsive in the Bidder's Ability to Execute BH-ASO Responsibilities 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 3.2.3.1),
5. Bidder's response materially changes Scope of Work specifications,
6. Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.7),
7. Bidder marks entire Proposal confidential or makes excessive claims for confidential treatment, (See RFP Section 3.1),
8. Bidder includes assumptions in its Proposal (See RFP Section 2.7),
9. Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process, or
10. Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

The determination of whether or not to disqualify a Proposal and not consider it for award of designation for any of these reasons, or to waive or permit cure of variances in 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 requirements if the Bidder enters into a designation agreement.

2.14 Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Proposals. Clarifications may occur throughout the 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 Proposal Contents.

The contents of a 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 Proposal, to verify information contained in the Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Proposal.

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning an 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 Proposals.

Opened 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 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 Proposal. See the 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 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 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 Proposal, the Bidder agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a 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 Proposals.

2.22 Release of Claims.

By submitting a 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 Bidder Presentations.

At the discretion of the Agency, the Bidder may be required to provide a presentation of their Proposal on the date(s) listed in the Procurement Timetable via virtual presentation utilizing Microsoft Teams / Zoom or a similar virtual meeting platform unless the Bidder is notified of a change prior to the presentation date(s). Based on initial evaluation committee scores, the Agency will establish a list of the Proposals considered in the competitive range. Bidders within the competitive range will be requested to make presentations of their Proposals. The Bidder presenting may include slides, graphics, and other media to illustrate the strength of the Bidder's Proposal.

Prior to the Bidder Presentations, Bidders will be notified as to specific times they will need to present. Each Bidder will be sent an email containing a link to present virtually. Presenting Bidders are to include key personnel and will be provided a 60 to 90-minute time slot for presentation based on the number of presentations, as determined by the Agency.

During the Bidder Presentations, Bidders will provide an overview of their Proposal noting the highlights that they believe make them the best choice to be designated as a BH-ASO including use of scenario-based walk-throughs to compare and contrast experiences in the current systems and the Bidder's Proposal. The presentation must not materially change from information contained in the Bidder's Proposal.

2.24 Notice of Intent to Award.

Notice of Intent to Award will be sent to all Bidders that submitted a 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(s).

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the Contract and designation agreements. If the apparent successful Bidder fails to negotiate and execute a Contract and designation agreement, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate 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 designation agreement.

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 Designation Agreement.

The full execution of a written designation agreement shall constitute the making of an agreement for designation as a BH-ASO and no Bidder shall acquire any legal or equitable rights relative to the designation until the agreement has been fully executed by the apparent successful Bidder and the Agency.

2.28 Choice of Law and Forum.

This RFP and the resulting designation 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 process and the resulting designation agreement. 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 obligations herein. 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 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 Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Proposal and are designed to facilitate the submission of a Proposal that is easy to understand and evaluate.

3.1 Proposal Formatting.

Subject	Specifications
Font	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 Section 3.2.3.1 and any attachments the Bidder creates in a “Section 3 Attachments” section is limited to 50 pages. Pages included in Proposal Section 3.2.3.2 is limited to 15 pages per District for each District the Bidder is applying for. See Section 3.2 for further information about Section 3 Attachments.
Pagination	All pages in Sections 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently from each other). The contents in Proposal Section 6 may be numbered independently of other sections.
Proposal General Composition	Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.
Electronic Signatures	Where signatures are required by the RFP, the Bidder’s Proposal shall include electronic signatures by software such as Adobe Signature, Docusign, or similar (not fonts made to appear like signatures) or scanned images of ink signatures.
Electronic File	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. Bidders shall utilize standard 8.5 x 11 documents, charts and graphs may be legal size but must be printable.
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 & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. The Bidder shall submit one complete electronic 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

	<p>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 transmittal letter may not be marked confidential. 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.</p>
<p>Exceptions to RFP/Contract Language</p>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Proposal the specific language it proposes to include in place of the RFP or Contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a Contract without further negotiation with the successful Bidder or to negotiate Contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Proposals should be organized into sections **in the same order provided here**. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new 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 Section 3: Bidder's Ability to Execute BH-ASO Responsibilities, the Bidder would create a new section in the Technical Proposal that is called Section 3: Attachments and place the attachment(s) there. The Bidder would follow suit by creating new sections for attachments created to respond to any other section below in their proposal.

3.2.1 Information to Include Behind Section 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 Section 2: Proposal Table of Contents.

The Proposal must contain a table of contents.

3.2.3 Information to Include Behind Section 3:

3.2.3.1 Bidder's Ability to Execute BH-ASO Responsibilities.

To demonstrate its ability to execute BH-ASO Responsibilities, the Bidder shall provide comprehensive narrative for the BH-ASO Responsibilities referenced in 1.3, Scope of Work. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal past or current examples, processes, and procedures. However, the level of detail provided should be sufficient for the Agency to clearly understand and evaluate the Bidder's experience, ability, and capacity for each main BH-ASO responsibility.

Notes:

- Responses to BH-ASO Responsibilities shall be in the same sequence as presented in the RFP.
- Proposals shall identify any BH-ASO responsibilities the Bidder cannot satisfy.
- Proposals shall not contain promotional or display materials unless specifically required.

Using the 3.2.3.1.1 Response Outline below, the Bidder shall address **each** of the BH-ASO Responsibilities provided in 3.2.3.1.1 by:

- Restating the BH-ASO Responsibility from 3.2.3.1.1,
- Detailing the Bidder's prior experience fulfilling relevant responsibilities, and
- Describe how the Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure to execute each section.

EXAMPLE: Bidder responses will be formatted as follows:

1. Assessment and Planning

- a. Participate in state health and human services system planning processes.
 - i. Bidder shall provide prior relevant experience response here.
 - ii. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
- b. Complete district level assessments to inform system level efforts.
 - i. Bidder will provide prior relevant experience response here.

- ii. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
- c. Develop a District Behavioral Health Service System Plan in accordance with the Statewide Behavioral Health Service System Plan and follow District Plan development standards.
 - i. Bidder will provide prior relevant experience response here.
 - ii. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.
- d. Identify District-level strategies.
 - i. Bidder will provide prior relevant experience response here.
 - ii. Bidder will fulfill relevant responsibilities including current resources, skills, and infrastructure response here.

3.2.3.1.1 Response Outline.

1. Assessment and Planning

- a. Participate in state health and human services system planning processes.
- b. Complete district level assessments to inform system level efforts.
- c. Develop a District Behavioral Health Service System Plan in accordance with the Statewide Behavioral Health Service System Plan and follow District Plan development standards.
- d. Identify District-level strategies.

2. District-Level System Coordination

- a. Adhere to all state and federal mandates and prohibitions applicable to an instrumentality of the state.
- b. Coordinate the administration and implementation of the District Behavioral Health Service System Plan, with federal, state, and local resources, in order to develop a comprehensive and coordinated local behavioral health service system.
- c. Develop a comprehensive service provider network.
- d. Administer and manage funds to ensure the sustainability of a comprehensive District Behavioral Health Service System and the efficient use of available federal, state, and local resources.
- e. Oversee and monitor service provision compliance by those entities that provide Behavioral Health Services and activities in accordance with the District Plan.
- f. Coordinate or provide training and technical assistance to Behavioral Health Services System providers and partners as listed in 1.3.1.1.c.a.ii.

3. Data Collection, Use, Reporting, and Sharing

- a. Provide input, to assist the Agency in the implementation and maintenance of the statewide central data repository.
- b. Follow all Agency procedures for the collection, utilization, and maintenance of data to be shared with the Agency and subsequently stored in the central data repository. This includes following Agency directives regarding informed consent and data sharing procedures.
- c. Report all data required to be maintained in the central data repository to the Agency, as required by the Agency.
- d. Utilize data labeling, definitions, coding, and nomenclature required by the Agency.
- e. Submit data in the form and format required by the Agency.
- f. Collect, monitor, and utilize data and information as directed by the Agency.

- g. Meet privacy and security requirements for data covered by the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, for substance use data, mental health data, and other sensitive information.
- h. Utilize additional sources of aggregate data and information as provided by the Agency for the purposes of assisting the Agency with understanding Behavioral Health needs of Iowans and outcomes of service provision.
- i. Identify and collect community level information, metrics, and data to inform the Agency on the performance of the Behavioral Health Service System, availability of providers, provider network, and client outcomes. Ensure this information can be shared with the Agency and provided to the Agency upon request.
- j. Follow Agency directives to support data-related tasks necessary to maintain continuity of care for clients and the availability of historical record data. This may include working with the Community Services Network (CSN) and the Iowa Behavioral Health Reporting System (IBHRS) to securely gather or transfer current and historical data.

4. Collaboration and Partnership Building

- a. Establish and maintain a District Behavioral Health Advisory Council.
- b. Collaborate with key partners within the state and local HHS system and other systems, including, but not limited to those listed in 1.3.1.1.c.a.ii.
- c. Conduct community engagement, outreach and activities to raise awareness about Behavioral Health and available Behavioral Health Services within the District.
- d. Ensure the existence of educational programs in communities throughout the District, including for schools, law enforcement and healthcare providers on topics such as crisis intervention, mental health awareness, suicide prevention, substance use prevention, tobacco and nicotine prevention, alcohol misuse prevention, problem gambling prevention, and stigma reduction.
- e. Provide training and technical assistance to providers and community partners throughout the District including targeted training for Behavioral Health Safety Net Providers.

3.2.3.2 Bidder's Ability to Coordinate Behavioral Health Services in a District

The Bidder must complete a **separate** District Specific section as a part of their Proposal (see District Specific Response Requirements below) for each District the Bidder is proposing to serve.

For example, if the Bidder is proposing to only serve District #1, the Bidder would submit a District #1 Specific section as part of their Proposal for District #1 by completing the four required components (District Proposal Title, List of Current and/or Proposed BH-ASO Location(s), Letters of Support, and District Narrative). If the Bidder is proposing to serve Districts #1, #2, and #4, the Bidder would submit three (3) separate District Specific sections as part of their Proposal; a District Specific section of their Proposal with the four required components for District #1, a District Specific section of their Proposal with the four required components for District #2, and a District Specific section of their Proposal with the four required components for District #4.

Using the outline below, the Bidder shall restate and address the following three (3) required components for **each** District the Bidder is submitting a Proposal for:

1. District Proposal Title: Using the numbering methodology shown in Attachment G, the Bidder shall title the District Specific Proposal (e.g. District #2 Proposal).

2. BH-ASO Location(s): Provide the name and physical address of the current or planned BH-ASO location(s). (Note: At least one (1) location must be established by the Bidder, within the District, by time of award.)
3. District Narrative: The Bidder must provide a comprehensive narrative response regarding the District. The narrative response shall include all the following:
 - a. Explicit detail on how the Bidder will ensure equitable delivery of Behavioral Health Services in the District given the demographics of the population and geography of the District.
 - b. Demonstration of the Bidder's understanding of the strengths and gaps of the Behavioral Health Service System within the District, including the Bidder's understanding of the priority population needs within the District and how the bidder will prioritize the needs of those populations.
 - c. Explanation of why the Bidder is particularly well suited to serve as the BH-ASO in the District, including its strengths.
 - d. Demonstration of the Bidder's knowledge of the current resources in the District that span across the continuum of Behavioral Health Services.
 - e. Summary of the Bidder's current partnerships at the District, state, and federal levels that benefit and are relevant to the scope of work defined in this RFP.
 - f. Explanation of the Bidder's current and anticipated presence within the District's communities.
 - g. An explanation of opportunities for potential new partnerships within the District and at state and federal levels to achieve outcomes and ensure continuity of care, and
 - h. The Bidder's experience in gathering data, and leading or participating in assessments at the local level, including work related to local Community Health Assessments and Community Health Improvement Planning (CHA/CHIP)⁶.

3.2.4 Information to Include Behind Section 4: Bidder's Experience.

3.2.4.1 Description of experience managing contractors or subcontractors.

3.2.4.2 Letters of Support.

1. For each District(s) the Bidder is submitting a proposal for, the Bidder must submit three (3) letters of support from individuals or entities from throughout the District. For example, Bidders submitting proposals for three (3) Districts will need to submit nine (9) letters of support with three (3) from each District.
 - a. Letters of support can be from individuals or entities knowledgeable of the Bidder's capacity to provide services similar to those sought in this RFP.
 - i. Each letter of support shall include the name of a contact person, the contact person's telephone number, and contact person's email address.
 - b. Form letters that do not elaborate on the Bidder's performance under the specific relationships addressed in the letter may negatively impact the Bidder's evaluation/score.
 - c. Persons who are currently employed by the Agency are not eligible to contribute letters of support.
 - d. Letters of support shall be labeled to indicate the District number the letter is referencing using the numbering methodology shown in Attachment G.

⁶ <https://hhs.iowa.gov/public-health/lphs/cha-chip>

3.2.5 Information to Include Behind Section 5: Personnel.**3.2.5.1 Tables of Organization.**

Illustrate the Bidder's lines of authority in two tables:

1. One showing overall current operations,
2. One showing proposed structure to ensure the delivery of BH-ASO responsibilities.
 - a. Describe how the proposed structure will help the Bidder fulfill BH-ASO responsibilities: Assessment and Planning; District-Level System Coordination; Data Collection, Use, Reporting, and Sharing; and Collaboration and Partnership Building.

3.2.5.2 Reserved. (Names and Credentials of Key Corporate Personnel)**3.2.5.3 Information About Project Manager and Key Project Personnel.**

Include credentials, role descriptions, and qualifications for the agency staff that will ensure the delivery of BH-ASO responsibilities: Assessment and Planning; District-Level System Coordination; Data Collection, Use, Reporting, and Sharing; and Collaboration and Partnership Building.

3.2.5.4 Disclosures.

List any details of the following:

1. 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.
2. List and summarize any pending or threatened litigation, administrative, or regulatory proceedings or similar matters which could affect the Bidder's ability to perform required services.
3. Whether the Bidder or a subcontractor has defaulted on a Contract.
4. Whether the Bidder or a subcontractor had a Contract terminated.
5. Whether any irregularities of financial records have been discovered to the Bidder's accounts.

3.2.7 Information to Include Behind Section 6: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Section 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 E: Certification and Disclosure Regarding Lobbying

3.2.8 Reserved. (Financial Statements)

Section 4 Evaluation Of Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which 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 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 Proposal.

Scoring Guide.

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

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

Scoring Table 1: Technical Proposal General Components.

When Proposals are evaluated, the total points for each component in this Table 1 are comprised of the component's assigned weight multiplied by the score the Proposal earns. Points for all components in Table 1 will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
3.2.1 Transmittal Letter	Required		0
3.2.2 Table of Contents	Required		0
3.2.3.1 Bidder's Ability to Execute BH-ASO Responsibilities			
3.2.3.1.1.1 Assessment and Planning	100		400
3.2.3.1.1.2 District-Level System Coordination	250		1000
3.2.3.1.1.3 Data Collection, Use, Reporting, and Sharing	100		400
3.2.3.1.1.4 Collaboration and Partnership Building	200		800
3.2.4. Bidder's Experience			
3.2.4.1 Experience in Managing Subcontractors	35		140
3.2.5 Personnel			
3.2.5.1 Table of Organization (2)	25		100
3.2.5.3 Relevant Information about Key Personnel	15		60
3.2.5.4 Disclosures, if applicable	Required		0
3.2.7 RFP Forms			
RFP Required Forms	Required		0
2.23 Oral Presentations			
Oral Presentations (Section 2.23)	75		300
SUB-TOTAL			3200

Scoring Table 2: District Specific Responses.

When Proposals are evaluated, the total points for each component in this Table 2 are comprised of the component’s assigned weight multiplied by the score the Proposal earns. Points for all components in Table 2 will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

<u>District Specific Responses Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
District 1			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 1 Total			400
District 2			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 2 Total			400
District 3			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 3 Total			400
District 4			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		

3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 4 Total			400
District 5			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 5 Total			400
District 6			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 6 Total			400
District 7			
3.2.3.2.1 District Proposal Title	Required		
3.2.3.2.2 BH-ASO Location	Required		
3.2.3.2.3 District Narrative	70		280
3.2.4.2 Letters of Support	30		120
District 7 Total			400

Final Scores will be determined for each District by adding scores from Scoring Table 1 to Scoring Table 2 and arriving at a total score for each Bidder for each District they have applied for.

Example Scoring:

Bidder 1 applies for District 1 and District 2 and receives the following scores:

Scoring Table 1 Technical Proposal General Components:2800

Scoring Table 2 District Specific Questions: District 1: 155

Scoring Table 2 District Specific Questions: District 2: 175

Total score for Bidder 1 for District 1 is 2955

Total score for Bidder 1 for District 2 is 2975

Bidder 2 applies for only District 2 and receives the following scores:

Scoring Table 1 Technical Proposal General Components: 3100

Scoring Table 2 District Specific Questions: District 2: 180

Total score for Bidder 2 for District 2 is 3280

**Total Points Possible for Scoring Table 1 Technical General and Scoring Table 2 District Specific:
3600.**

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) 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 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 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 Section 6 of the 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 Section 6 of the Proposal. If a section does not apply, label it “not applicable”.)

Primary Contact Information (individual who can address issues re: this Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Check each District(s) you are proposing to serve: <input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> District 5 <input type="checkbox"/> District 6 <input type="checkbox"/> District 7	
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:	
UEI #:	
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: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Proposal		
Location in Proposal (Section/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

PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

Bidder specifically stipulates that the 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 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;

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;

Bidder has received any amendments to this RFP issued by the Agency;

No cost or pricing information has been included in the Bidder’s Technical Proposal;

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 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 Proposal; and,

The person signing this 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 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.

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

Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the 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;

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;

Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;

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 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.

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 Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the 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 Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

(Return this completed form behind Section 6 of the 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 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 Proposal.)

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

1. The 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 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 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 Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the Contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

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

By signing and submitting this 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 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 Non procurement Programs.

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

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

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

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

By signing and submitting this 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.

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 Proposal the Bidder agrees to provide a drug-free workplace by:

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;

- a. 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;
- b. 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);
- c. 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;
- d. 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;
- e. 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
- f. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).

Requirement for Individuals. If the Bidder is an individual, by signing and submitting this 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.

Notification Requirement. The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

- a. take appropriate personnel action against such employee up to and including termination; or
- b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying Attachment*(Return this executed form behind Section 6 of the 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 Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

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

Signature:	
Printed Name/Title:	
Date:	

Attachments Specific to This RFP

Attachment F: Questions, Request for Clarifications, and Suggested Changes Template

Attachment G: Iowa Behavioral Health Service System District Map

Attachment H: Intent to Bid Form

Attachment I: Electronic Submission of Bidders' Proposals

Attachment J: Sample Contract

Attachment H: Intent to Bid Form

Please complete and return this form by e-mail to kweland@dhs.state.ia.us no later than **3:00 p.m. Central Time on September 18, 2024**. Please note that **it is mandatory** for Bidders to submit this Intent to Bid form no later than the due date and time to be considered a Bidder for this opportunity. The Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent using this form. Also, only those Bidders who submit this Intent to Bid form will receive a login to attend the Bidders Conference and a second login to submit all documents for consideration. The Agency may cancel an RFP for lack of interest based on the number of Intent to Bid forms received.

Bidder’s Organization: _____

Contact Name: _____

Contact Title: _____

Contact Email Address: _____

Contact Phone Number: _____

Eligible Bidders must complete #1 and #2 below:

1. Statement of Intent to Bid – Administrative Services Organization:

_____ We **do** plan to respond to this RFP Service with a Proposal

We **do** plan to include the following District(s) in our Proposal (reference District map Attachment G):

- _____ District 1
- _____ District 2
- _____ District 3
- _____ District 4
- _____ District 5
- _____ District 6
- _____ District 7

_____ We **do not** plan to respond to this RFP Service

2. Bidder Eligibility Requirements:

Eligible Bidders must meet one of the following eligibility criteria. Check one that applies to your entity and attach supporting documentation:

- An organization that coordinated administrative services or mental health and disability services for a mental health and disability services region formed on or before June 30, 2024.
- A public [entity] or private nonprofit agency located in a behavioral health district, or any separate organizational unit within the public [entity] or private nonprofit agency, that has the capabilities to engage in the planning or provision of a broad range of behavioral health prevention, education, early intervention, early intervention, treatment, recovery support, and Crisis Services related to mental health and addictive disorders, including, but not limited to, alcohol use, substance use, tobacco use, and problem gambling, only as directed by the Agency.

Attachment I: Electronic Submission of Bidders' Proposals

Bidders:

As described in the Request for Proposal (RFP) Iowa HHS is requiring that Bidders for BH-ASO BEHEOPC-25-201 to submit their proposal electronically.

Instructions for bidders:

Bidders are required to submit proposals electronically by going to the link below and providing the required information and attaching their Proposal document(s) to the form. Proposals submitted to the Agency in any other manner will be rejected and not evaluated by the Agency. Additionally, the Agency will only accept Proposals from bidders who submitted a mandatory Letter of Intent to Bid in accordance with the RFP. Only the individual whose contact information was provided in the intent to bid is the individual who will have access to submit the Proposal documents. The individual submitting the Proposal electronically must use the same contact information (name & email address) as what was provided in the Intent to Bid to be allowed access to submit electronic proposals.

Link:

https://iowadhs.sharepoint.com/sites/BehavioralHealthRFPSubmissions/_layouts/15/listform.aspx?PageType=8&ListId=%7B7C017B8A-CF65-4DC7-9C75-70C084250B85%7D&RootFolder=&Source=https%3A%2F%2Fiowadhs.sharepoint.com%2Fsites%2FBehavioralHealthRFPSubmissions%2FLists%2FBHASORFPs%2FAllItems.aspx&ContentTypeId=0x01001D58D9B6F5ECFB43A8552314CADCF9CC

Required information:

Title (of proposal)
Company Name
Description of the attachments
Contact Name
Contact Phone
Contact Email
Attachment(s)

Once all the required information is entered and the Proposal document(s) have been added as attachments, select the "Save" button. Once the "Save" button has been selected your documents will be uploaded to the Electronic Proposal Receiving website.

Modifications to a Previously Submitted Proposal:

If a bidder needs to modify or edit their Proposal which has been submitted, they should submit a new revised Proposal with modifications made. Modifications to a previously submitted Proposal will not be allowed. Revised proposals are due by the due date and time listed in the Procurement Timetable. If more than one Proposal (original and revised) is submitted by the due date and time, the state will

review the most current Proposal submitted. Original proposals or revised proposals submitted after the due date and time will be rejected.

Withdrawal of Proposals:

Per section 2.10:

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.

Availability to Submit Proposals Electronically:

The website for Bidders to submit bids electronically will be available at the time this information is provided. Bidders will have until the due date and time for this RFP to submit their Proposals.

Who to Contact with Questions Regarding the Electronic Submittal of Proposals:

If you have questions regarding the process for electronic submission of proposals, please contact the Issuing Officer listed on the Request for Proposal Document. Please plan accordingly and do not wait until bids are due to submit your proposals electronically. If waiting until the due date and time the Issuing Officer cannot assure availability for assistance at the time of bid closing so please submit your proposals prior to the due date and time.

Due Date and Time:

No Proposal submissions are allowed after the due date and time. Bidders will also lose access to the Electronic Bid Submission site shortly after the due date and time. Any bid received after the due date and time will be rejected.

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. 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 #
BEHEOPC-25-201	<i>{To be completed when contract is drafted.}</i>

Title of Contract
<i>{To be completed when contract is drafted.}</i>

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

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 East 12 th Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter “Contract Owner”) / Address: <i>{To be completed when contract is drafted.}</i>

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

Contract Information	
Start Date: <i>{To be completed when contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i>
Possible Extension(s): <i>{To be completed when contract is drafted.}</i>	
Contract Contingent on Approval of Another Agency: Yes Which Agency? #IDOM	ISPO Number:
Contract Include Sharing SSA Data? Yes	DoIT Number: N/A

Contract Execution

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

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

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:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 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:

Agency Monitoring Activities

In the RFP, you are asked to provide monitoring activities to provide an idea of how Iowa HHS will monitor the contract to ensure the contractor is performing adequately under the contract. This section can be further developed if needed when the contract is drafted based on the successful Bidder's proposal. Monitoring activities should:

- Be appropriate and specific to the contract
- Describe:
 - o Who will monitor from Iowa HHS (position title is fine),
 - o What will be monitored,
 - o When monitoring will occur, and
 - o How activities will be used to monitor.

Notes:

- Performance measurement should not be confined to only data received from the successful Bidder. Click the button below to read about possible monitoring activities that may be appropriate to use with your contract.
- The monitoring clause in the contract template already states Iowa HHS will monitor invoices and compliance with general contract terms (submission of insurance certificates, proof of licensure, etc.) so you do not need to include language about these areas.
- The template states the Agency's contract manager will perform monitoring activities. If other Iowa

HHS staff will perform specific monitoring tasks, address this by naming the person's position title along with their monitoring duties.

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

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

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

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

1.3.4.4 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.

1.3.4.5 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 Travel Expenses.

If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and

Procedures Manual, Section 210 [State Accounting Policy & Procedures Manual | Iowa Department of Administrative Services](#), and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.3.5 Contract Payment Clause.

1.3.5.1 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.}

1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

1.3.5.5 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.

1.3.5.6 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 Security Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, HIPAA/HITECH, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and annually thereafter. 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, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. The Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or

- Provide certification of compliance with a minimum of one of the following security frameworks: NIST 800-53, NIST Cybersecurity Framework, HITRUST, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and 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.

1.5.5 Business Associate. If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <https://hhs.iowa.gov/media/2904/download?inline=> .

1.6 Reserved. (Labor Standards Provisions.)

1.7 Incorporation of General and Contingent Terms.

1.7.1 General Terms for Service Contracts ("Section 2"). The version of the General Terms for Services Contracts Section posted to the Agency's website at <https://hhs.iowa.gov/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.

1.7.2 Contingent Terms for Service Contracts ("Section 3"). The version of the Contingent Terms for Services Contracts posted to the Agency's website at <https://hhs.iowa.gov/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:

<p>Contract Payments include Federal Funds? Yes <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> UEI #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i></p>	
<p>Contractor a Business Associate? Yes</p>	<p>Contractor a Qualified Service Organization? Yes</p>
<p>Contractor subject to Iowa Code Chapter 8F? Unknown</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</p>

1.8 Additional Terms. (Reserve)