

Iowa Department of Human Services

REQUEST FOR BIDS

Interoperability and Patient Access System and Services RFB

MED-22-004

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(515) 776-5318

# *RFB* *Purpose.*

The purpose of this Request for Bids (RFB) is to solicit bids that will enable the Department of Human Services (Agency) to select a Contractor that offers a cost-effective Software as a Service system and services that meet the Centers for Medicare and Medicaid Services Interoperability and Patient Access Final Rule and Office of the National Coordinator for Health Information Technology 21st Century Cures Act requirements, and able to support future business requirements and regulatory changes.

# *Duration of Contract.*

The Agency anticipates issuing a contract effective May 1, 2022, ending September 30, 2025, with four possible one-year extensions. The Agency will have the sole discretion to extend the contract.

Procurement Timetable

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

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| --- | --- |
| **Event** | **Date** |
| Agency Issues RFB Notice to Targeted Small Business Website (48 hours): | November 4, 2021 |
| Agency Issues RFB to Bid Opportunities Website | November 6, 2021 |
| Bidder Letter of Intent to Bid Due By | **November 22, 2021**  **3 p.m.** |
| Bidder Written Questions Due By | **Date and Time for First Round of Questions: November 22, 2021**  **3 p.m.**  **Date and Time for Second Round of Questions: December 13, 2021**  **3 p.m.** |
| Agency Responses to Questions Issued By | Date for First Round of Responses: December 6, 2021  Date for Second Round of Responses: December 20, 2021 |
| **Bidder Proposals Due By** | **January 20, 2021, 4:30 PM** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | January 28, 2021 |
| Contract Negotiations Completed | February 18, 2021 |
| Execution of the Contract Completed | April 1, 2022 |
| Anticipated Start Date for the Provision per Scope of Work | May 1, 2022 |

Section 1 Background and Scope of Work

1.1 Background.

*Legal Authority*

The Interoperability and Patient Access final rule (CMS-9115-F) (“the Rule”) put patients first by giving them access to their health information when they need it most, and in a way they can best use it. This final rule focused on driving interoperability and patient access to health information by liberating patient data using CMS authority to regulate Medicare Advantage (MA), Medicaid, Children's Health Insurance Program (CHIP), and Qualified Health Plan (QHP) issuers on the Federally-facilitated Exchanges (FFEs).

Link to the Rule: <https://www.federalregister.gov/documents/2020/05/01/2020-05050/medicare-and-medicaid-programs-patient-protection-and-affordable-care-act-interoperability-and>

The Interoperability and Prior Authorization proposed rule (CMS-9123-P) builds on the policies finalized in the CMS Interoperability and Patient Access final rule. This proposed rule emphasizes the need to improve health information exchange to achieve appropriate and necessary access to complete health records for patients, health care providers, and payers. This proposed rule also focuses on efforts to improve prior authorization processes through policies and technology, to help ensure that patients remain at the center of their own care. The rule enhances certain policies from the CMS Interoperability and Patient Access final rule, and adds several new provisions to increase data sharing and reduce overall payer, health care provider, and patient burden through the proposed improvements to prior authorization practices. Link to the proposed rule:  <https://www.federalregister.gov/documents/2020/12/18/2020-27593/medicaid-program-patient-protection-and-affordable-care-act-reducing-provider-and-patient-burden-by>

The Department of Health and Human Services (HHS) finalized technical as well as content and vocabulary standards in the Office of the National Coordinator for Health Information Technology's (ONC) 21st Century Cures Act Final Rule (45 CFR 170 and 171) (“Cures Act”), which CMS adopted to support these API policies. Other HL7 implementation guides (IGs) are available for provider, payer and prior authorization APIs, which are not yet mandatory. In addition, CMS continues to work with HL7 and other industry partners to ensure IGs and additional resources are freely available to payers to use if they choose to use them.

Link to the Cures Act: <https://www.healthit.gov/curesrule>.

Link to additional information on policies and technical resources: <https://www.cms.gov/Regulations-and-Guidance/Guidance/Interoperability/index#CMS-Interoperability-and-Patient-Access-Final-Rule>

*Interoperability and Patient Access Project*

The Interoperability and Patient Access Project is being planned and executed within the Agency’s Medicaid Enterprise Modernization (MEME) Program. The purpose of this project is to comply with the federal regulations identified above for the Medicaid Fee for Service (FFS) population only, with the following goals:

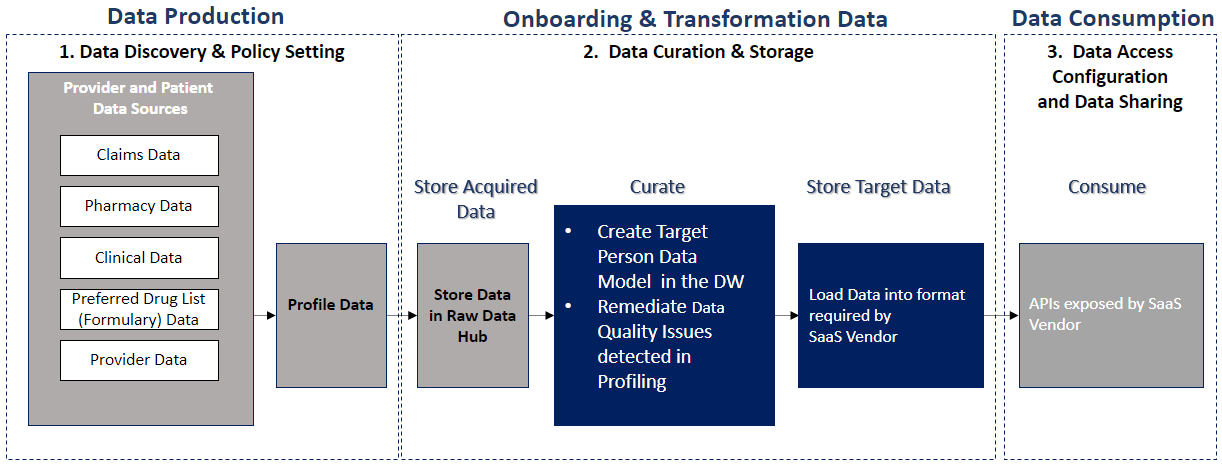
* Medicaid and CHIP eligible individuals will be aware of and able to securely view, download, and transfer their electronic health information through applications on their smart phones, tablets, or personal computers.
* Individuals or their personal representatives will be able to confirm the identity of the eligible individual and make meaningful consent decisions through the applications.
* The health care data that individuals or their personal representatives will access will meet standards established by the federal government.
* The Agency will enable access to this data through developer-friendly, standards-based data Application Programming Interfaces (APIs).
* The Agency will be able to monitor, test, and improve this program so that Medicaid/CHIP eligible individuals begin and then continue to derive value from access to their electronic health information.

There are multiple new policies contained within the Rule. The initial scope of this project addresses two policies for the implementation of APIs:

* The Patient Access API including Claims, Clinical\*, and Pharmacy Data
* The Provider Directory API

\*Please note, Iowa Medicaid does not currently collect clinical data. The successful bidder is required to have the capability to expose clinical data via their FHIR API in the event that the Agency is able to collect that data in the future.

**Figure 1** depicts the high-level concept for the implementation of the Patient Access API and the Provider Directory API.



**Figure 1: Iowa Medicaid Systems Interoperability Process**

The Patient Access API allows patients to easily access their claims and encounter information (including costs) and a defined sub-set of their clinical information through a third party application of their choice. Claims data, used in conjunction with clinical data, can offer a broader and more holistic understanding of an individual’s interactions with the healthcare system, leading to better decision-making and better health outcomes.

Iowa Medicaid members will be able to use a smart phone, tablet, or a personal computer to access their clinical\*, claims, and pharmacy data. They will also be able to choose which third party app to use specific to their handheld device (i.e., Apple App Store, Google Play Store). The Patient Access application will also enable a parent to access the health records for their children and allow an authorized agent to access their health information.

The Provider Directory API makes provider directory information publicly available via a standards-based API. Making this information broadly available helps patients find providers for care and treatment, as well as help clinicians find other providers for care coordination, in the most user-friendly and intuitive ways possible.

Through the Provider Directory API, the Iowa Medicaid member will also be able to download an app from an online app store that will give them access to a directory of pre-approved providers.

## *Engagement Approach*

1. Understanding the CMS Final Rule required timeline for implementation of July 1, 2021, the Agency is interested in approaches that highlight the minimum compliance requirements for the Patient API and Provider Directory API.
2. The Agency will be providing a business owner, project manager, Medicaid resources, technical resources and other subject matter experts as needed to complete project deliverables in addition to the successful bidder’s resource team. The Agency business owner will work with the Contractor and internal resources to envision the direction for the product, with an eye toward delivering value to end users as quickly as possible. The team will iteratively prioritize and define work for the product team, as part of the agile process. They will measure progress against clear performance indicators.
3. The Agency intends to use Microsoft Azure DevOps for work management and linking capability to fulfill requirements traceability. The Agency prefers that the bidder populate their test cases in Azure DevOps to facilitate traceability. If this is not possible, the bidder will need to provide traceability from their test cases to the Agency's user stories in a manner agreed upon by both the bidder and Agency.
4. The Agency uses the following tools to support collaborative project work: MS Teams and Azure DevOps for requirements, risks, issues and testing management. The Agency prefers that all members of the project team will use the Agency’s tools for the duration of the project.
5. The Agency will facilitate the bidder gaining access to Agency-specific data for claims, providers, clinical\*, pharmacy data, and any other data source that may be needed.
6. The Agency will provide project management and oversight to promote accountability and transparency throughout the implementation phase, including:
   * Regular tracking of project status, and
   * Formal reviews of Contractor performance.

*Iowa Medicaid Overview*

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

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

There are three Iowa Medicaid coverage groups and corresponding programs: IA Health Link, Medicaid Fee-for-Service (FFS), and Hawki. Information regarding these programs is found at this link: <http://dhs.iowa.gov/sites/default/files/Comm020.pdf>. Please note, the data presented in the link focuses on Medicaid FFS programs. Most of the Agency’s FFS population either falls into a premium payment coverage group or into a historically exempt population. The Agency provides dental benefits for all adult enrollees through the Dental Wellness program, delivered via prepaid ambulatory health plans (PAHPs). Beginning July 1, 2021, the Agency moved all Medicaid FFS children to PAHPs for dental coverage.

The Iowa MMIS is a mainframe application with primarily batch processing for fee for service claims and file updates. The Core MMIS contractor manages the system. Infrastructure services are hosted by the State’s Office of the Chief Information Officer. The Division of Information Technology (DoIT) manages the separate Data Warehouse system, as well as other ancillary systems that support the MMIS. All Medicaid FFS data transferred to the Contractor will be coming from the Data Warehouse system via either Azure Data Share or Secure File Transfer Protocol.

1.2 RFB General Definitions.

When appearing as capitalized terms in this RFB, 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 Human Services.

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

***“Bidder”*** means vendors submitting Bids in response to this RFB.

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

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

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

“***Responsible Bidder***” means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Agency.

**“*Responsive Bid*”** means a Bid that complies with the provisions of this RFB.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

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

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

Section 2 Basic Information about the RFB Process

2.1 Issuing Officer.

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

**Stephanie Clark**

Hoover State Office Building 1st Floor

Department of Human Services/Iowa Medicaid Enterprise

1305 E Walnut

Des Moines, Iowa 50309-1833

[sclark2@dhs.state.ia.us](mailto:sclark2@dhs.state.ia.us)

(515) 776-5318

2.2 Restriction on Bidder Communication.

From the issue date of this RFB until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFB. There may be no communication regarding this RFB with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFB. 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 RFB may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFB.

2.3 Downloading the RFB from the Internet.

The RFB and any related documents such as amendments or attachments (collectively the “RFB”), 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 RFB. The posted version of the RFB is the official version. The Agency will only be bound by the official version of the RFB 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 Reserved.

***2.5 Intent to Bid***

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

***2.6* Reserved.**

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

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

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB. In addition, the Agency’s written responses to Questions will not be considered part of the RFB. If the Agency decides to change the RFB, the Agency will issue an amendment.

2.8 Submission of Bid.

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

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

2.9 Amendment to the RFB and Bid.

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

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

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

2.10 Withdrawal of Bid.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.11 Costs of Preparing the Bid.

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

2.12 Rejection of Bids.

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

2.13 Review of Bids.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Bids May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFB. However, it is not the Agency’s intent to disqualify Bids 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 Bids for reasons that include, but may not be limited to, the following:

* Bidder initiates unauthorized contact regarding this RFB with employees other than the Issuing Officer (See RFB Section 2.2);
* Bidder fails to comply with the RFB’s formatting specifications so that the Bid cannot be fairly compared to other bids (See RFB Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFB;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications;
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFB attachments containing all signatures (See RFB Section 3.2.3);
* Bidder marks entire Bid confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFB Section 3.1);
* 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 RFB process; or
* 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](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Csclark2%40dhs.state.ia.us%7C65a7dad886584e4ae20608d92ffc313c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C0%7C637593582470500283%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=wSUP5jJmNyKkCPjR7I53m4r53%2FdS6wqyL7FP%2F4fld9g%3D&reserved=0).

The determination of whether or not to disqualify a bid and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bids, 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 RFB specifications or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Clarification Process.

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

2.15 Verification of Bid Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bids.

Opened Bids 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 Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid. See the Bid Formatting Section for the proper method for making such requests. The Agency’s release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. 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 RFB Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

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

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

2.21 Copyrights.

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. By submitting a Bid, 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 Bids.

2.22 Release of Claims.

By submitting a Bid, 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 RFB.

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. 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 RFB. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

This RFB and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB 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 RFB shall not be an exclusive contract.

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Formatting.

| **Subject** | **Specifications** | |
| --- | --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Complex charts, graphs, and diagrams may be provided on legal-sized or larger paper, but it must fold down neatly into the 8.5” x 11” paper size within the bound proposal. | |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. | |
| **Page Limit** | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a “Tab 3 Attachments” section is limited to 150 pages. See Section 3.2 for further information about Tab 3 Attachments. | |
| **Pagination** | | | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| **Bid Proposal General Composition** | | | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. * Bid Proposals must be bound and use tabs to label sections. |
| **Envelope Contents and Labeling** | | | * Envelopes shall be addressed to the Issuing Officer. |
| **Number of Hard Copies** | | | Submit one (1) original hard copy of the Technical Proposal and the Cost Proposal. The original hard copy must contain original signatures. |
| **USB Flash Drive** | | | * The Technical Proposal and Cost Proposal must be provided on one (1) flash drive. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Request for Confidential Treatment** | | | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:   * The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. * The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. * The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. * The transmittal letter may not be marked confidential. * The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Exceptions to RFB/Contract Language** | | | If the Bidder objects to any term or condition of the RFB or attached Sample Contract, specific reference to the RFB page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFB or contract provision and cost savings to the Agency should the Agency accept the proposed language.  The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served. |

3.2 Contents and Organization of Technical Bid.

This section describes the information that must be in the Technical Bid. Bids should be organized into sections **in the same order provided here.** Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal.

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Bid. 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 RFB.

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

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.

The Bidder shall address how your entity would perform the Deliverables listed in Section 1.3, Scope of Work. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach. Bids must identify any deviations from the Deliverables of this RFB or Deliverables the Bidder cannot satisfy. Any deviations from the Deliverables of Section 1.3 that the Bidder cannot satisfy may disqualify the Bidder.

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFB.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a Bidder proposes more than one method of meeting the RFB requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

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

**3.2.3.1 Information Bidders Must Submit That is Specific to This RFB.**

The bidder shall provide the following in a separate attachment to the RFB:

1. Draft implementation work plan detailing all activities and timelines, including dependencies on Agency resources.
2. Narrative explaining implementation approach for future proposed rules

3.2.4 Information to Include Behind Tab 4: Bidder’s Experience.

The bidder shall provide the following information regarding the organization’s experience:

3.2.4.1 Level of technical experience in providing the types of services sought by the RFB.

3.2.4.2 Description of all services similar to those sought by this RFB that the Bidder has provided to other businesses or governmental entities within the last twenty-four (24) months. For each similar service, provide information detailing:

1. Project title;
2. Project role (primary contractor or subcontractor);
3. Name of client agency or business;
4. General description of the scope of work;
5. Start and end dates of contract as originally entered into between the parties;
6. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
7. Contract value;
8. Whether the services were provided timely and within budget;
9. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder that were valued at or above $500,000. Include the estimated cost assessed against the bidder for the incident with the details of the occurrence;
10. List administrative or regulatory proceedings or adjudicated matters related to this service to which the bidder has been a party; and
11. Contact information for the client’s project manager including address, telephone number, and electronic mail address.

3.2.4.2 References. References from three (3) of the Bidder’s previous clients knowledgeable of the Bidder’s performance in providing services similar to those sought in this RFB, including a contact person, telephone number, and email address for each reference. It is preferred that references are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

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

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

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

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

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

**3.2.5.4 Disclosures.**

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

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

The forms listed below are attachments to this RFB. Fully complete and return these forms at the end of the Bid:

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

3.3 Cost Proposal.

**Content and Format.**

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

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

Section 4 Evaluation of Bids

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency.

4.2 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid. To be deemed a Responsible Bidder and a Responsive Bid, the Bid must meet the Mandatory Requirements of this RFB and not be subject to disqualification as set forth in the disqualification provisions of this RFB and answer “Yes” to 1.1 on the Primary Bidder Certifications attachment.

***4.3 Lowest Responsible Bidder***

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest Responsible Bid based on price.

***4.4 Preference***

If there is a tied cost, the award will be determined by a drawing. Whenever it is practical to do so, the drawing will be held in the presence of the Bidders with the tied bids. Otherwise, the drawing will be held in front of at least three non-interested parties. All drawings will be documented.

Notwithstanding the foregoing, whenever a tie involves an Iowa Bidder and a Bidder outside the state of Iowa, first preference will be given to the Iowa Bidder. Whenever a tie involves one or more Iowa Bidders and one or more vendors outside of the state of Iowa, a drawing will be held among the Iowa Bidders only. In the event of a tie between Iowa vendors, the Agency will contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preferences, in the case of a tied bid, shall be given to Iowa vendors complying with ESGR standards. If a tied bid does not include an Iowa Bidder, preference will be given to a Bidder based in the United States over a vendor based outside of the United States.

4.5 Recommendation

A recommendation will be made to the Contract Owner (Medicaid Director) to award the contract based on the evaluation, following Section 4.4 if there is a tie. The Contract Owner may either award the contract to the recommended Bidder or cancel the procurement.

# Attachment A: Release of Information

*(Return this completed form at the end of the Bid.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 RFB, 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 at the end of the Bid. If a section does not apply, label it “not applicable”.)*

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Request for Confidential Treatment (See Section 3.1)** | | | |
| **Check Appropriate Box:**  **Bidder Does Not Request Confidential Treatment of Bid Proposal**  **Bidder Requests Confidential Treatment of Bid Proposal** | | |
| **Location in Bid (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 RFB/Contract Language (See Section 3.1)** | | | | |
| **RFB Section and Page** | **Language to Which Bidder Takes Exception** | **Explanation and Proposed Replacement Language:** | **Cost Savings to the Agency if the Proposed Replacement Language is Accepted** |
|  |  |  |  |

**PRIMARY BIDDER CERTIFICATIONS**

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

**YES  NO **

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

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

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

1. **EXECUTION.**

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

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

# Attachment C: Subcontractor Disclosure Form

*(Return this completed form at the end of the Bid. 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 RFB)** | |
| **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 RFB/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 RFB/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 RFB, and Subcontractor agrees to perform the work indicated in this Bid 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 RFB, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid 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 Bid is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Bid 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 Bid 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.
   1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. The Bidder certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Bid.
    1. **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment E: Certification and Disclosure Regarding Lobbying Attachment

*(Return this executed form at the end of the Bid.)*

**Instructions to Bidders:**

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 RFB 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

***Statement for Loan Guarantees and Loan Insurance***

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

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

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

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

 The bidder is NOT including a disclosure form as referenced in this form’s instructions because the bidder is NOT required by law to do so.

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

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

**Attachment F: Cost Proposal Form**

Note: this Pricing Schedule is for example purposes only. Bidders must complete both tabs in the Excel workbook entitled Attachment F posted on the State’s procurement website.



**Attachment G: FFS Counts and Claims Volume 01.16-10.21**

Please see the Excel spreadsheet entitled Attachment G posted on the State’s procurement website.

# 

# Attachment H: Sample Contract

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

|  |  |
| --- | --- |
| **RFB #** | **Contract #** |
|  | *{To be completed when contract is drafted.}* |

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

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

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services  1305 E. Walnut  Des Moines, IA 50319-0114 | | **Agency Billing Contact Name / Address:**  *{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):**  *{To be completed when contract is drafted.}* | | **Agency Contract Owner (hereafter “Contract Owner”) / Address:**  *{To be completed when contract is drafted.}* |

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

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

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:**  **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* | |
| **Contract Contingent on Approval of Another Agency:**  No | **ISPO Number:** ISPO-22-19 |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

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

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

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

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

***“Application Programming Interface”*** or ***“API”***

A set of predefined rules and specifications that a software program can follow to use the services and resources provided by another software program.

***“Argonaut Project”***

A private sector initiative with the goal of creating a system that can smooth the flow of information to the disparate software systems and computer networks used in the healthcare industry.

***“Blue Button 2.0”***

A standards-based API that delivers Medicare Part A, B, and D data for over 60 million Medicare beneficiaries. Claims and enrollment data is available from May 2014.

***“CARIN Alliance”***

A bipartisan, multi-sector collaborative working to advance consumer-directed exchange of health information.

***“Cloud Computing”***

For security and privacy requirements, the Agency follows the National Institute of Standards and Technology (NIST) definition of cloud computing as “a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.” NIST has identified five essential characteristics of cloud computing: on-demand service, broad network access, resource pooling, rapid elasticity, and measured service. For purposes of this Contract, the Agency is considering Software as a Service as a cloud service model, as defined below.

***“Da Vinci Project”***

A private sector initiative that addresses the needs of the Value Based Care Community by leveraging the HL7 FHIR platform.

***“Health Level Seven Fast Healthcare Interoperability Resources Standard”*** or ***“ HL7***® ***FHIR***®***”***

The standard defines how healthcare information can be exchanged between different computer systems regardless of how it is stored in those systems. It allows healthcare information, including clinical and administrative data, to be available securely to those who have a need to access it, and to those who have the right to do so for the benefit of a patient receiving care.

***“OpenID Connect”***

OpenID Connect 1.0 is a simple identity layer on top of the OAuth 2.0 protocol. It enables clients to verify the identity of the end-user based on the authentication performed by an authorization server, as well as to obtain basic profile information about the end-user in an interoperable and RESTful manner. This specification defines the core OpenID Connect functionality: authentication built on top of OAuth 2.0 and the use of claims to communicate information about the end-user. It also describes the security and privacy considerations for using OpenID Connect.

***“Software as a Service”*** or ***“SaaS”***

The capability provided to the Agency is to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a web browser (e.g., web-based email). The Agency does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

***“Substitutable Medical Apps and Reusable Technology”*** or ***“SMART***®***”***

A specification for an electronic health record (EHR) to safely and securely open other applications with context. These SMART applications are commonly web applications but may also be native mobile applications and that use HL7® FHIR® to read and write data from the EHR. SMART on FHIR provides reliable, secure authorization for a variety of app architectures with the OAuth 2.0 standard. This profile is intended to be used by app developers that need to access FHIR resources by requesting access tokens from OAuth 2.0 compliant authorization servers. The profile defines a method through which an app requests authorization to access a FHIR resource, and then uses that authorization to retrieve the resource.

***“United States Core Data for Interoperability”*** or ***“USCDI”***

The USCDI is a standardized set of health data classes and component data elements for nationwide, interoperable health information exchange. CMS required that payers share the USCDI data they maintain with patients via the Patient Access API, and with other payers via the Payer-to-Payer Data Exchange.

***1.2 Contract Purpose.***

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

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1.3.1.1 General Obligations

1. Staffing
2. The Contractor shall designate individuals as “key personnel,” subject to Agency continued approval. The Agency reserves the right to interview any and all candidates for named key positions prior to approving the personnel. Special requirements for key personnel are as follows:
   1. Designated key personnel shall include a Project Manager, responsible for the overall service delivery of the team, complying with contractual requirements and meeting the Agency’s expectations. The Project Manager shall be responsible for Contract compliance and general project oversight. The Project Manager must collaborate, and cultivate and promote the spirit of trust and professionalism, with the Agency project team and stakeholders. The Project Manager shall represent the Contractor and be the primary liaison with the Agency, providing status reporting, issue tracking and conflict resolution. Minimum qualifications include:
      1. Four years of experience managing implementation projects for API-based solutions in the healthcare market.
      2. Bachelor’s Degree is desired.
   2. Key personnel shall be available during business hours (M-F 8am – 4:30pm CST) to respond to questions and concerns related to the Contract, except for routine absences. Project Manager is required to communicate absences with the Agency contract manager and provide suitable coverage during extended absences;
   3. Develop and maintain dashboards and reports to ensure the Agency staff have the appropriate information at the time needed to effectively and efficiently operate the program;
   4. Comply with all timelines in the Agency-approved project work plans; and
   5. Develop and maintain a plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of key personnel for vacation and other reasons. Any planned absences of key personnel shall be immediately communicated to the Agency. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the primary staff member is absent.
3. The Agency reserves the right of prior and continued approval for any key personnel or replacement of the key personnel:
4. The Contractor must commit named key personnel to the project on or before the effective date of the Contract and for at least six months, and must not replace key personnel during this period except in cases of termination, death, or the key person’s resignation.
5. The Contractor shall provide the Agency with a minimum of 15 days’ notice prior to any proposed transfer or replacement of named key personnel. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of named key personnel;
6. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing;
7. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position; and
8. The Agency may waive requirements (a) through (d) above upon presentation of good cause by the Contractor. In those instances when good cause is granted, the Contractor commits to replacing key personnel within thirty days (30) of the departure of a key person and to providing temporary personnel in the interim that are capable of maintaining operational performance at acceptable levels.
9. The Contractor shall provide the following non-managerial positions with sufficient capacity at appropriate levels:
   1. Sufficient staff to begin implementation activities within 30 calendar days of the Effective Date of the Contract, maintained at appropriate levels to ensure implementation is completed within the timeframes established in the Agency-approved work plan.
   2. Sufficient staff to maintain and operate the system and provide support services as identified in the Deliverables and in accordance with the identified service levels in Section 1.3.2.
   3. Help desk staff for direct support to third party application developers. See Contract Special Attachment 4.2.
10. Contractor staff work shall be performed offsite.
11. Experience Requirements
12. The Contractor shall have direct experience with delivering API-based solutions in the healthcare market.
13. The Contractor shall have direct experience with at least one of the following FHIR interoperability initiatives:

* Argonaut Project
* Blue Button 2.0
* CARIN Alliance
* Da Vinci Project

1. Subcontracts
   1. All subcontracts shall be in writing and fulfill the requirements of 42 C.F.R. § 434.6 that are appropriate to the services or activity delegated under the subcontract.
   2. No subcontract terminates legal responsibility of the Contractor to the Agency to assure that all activities under the Contract are carried out.
2. Software and Ownership. The Agency and the United States Department of Health and Human Services shall have all rights in software and modifications of that software and associated documentation designed, developed, or installed with Federal financial participation as required by 45 CFR 95.617. In addition, the Agency and Federal Government shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for Federal Government purposes, all software, work product, and documentation developed using enhanced federal funding pursuant to this Contract. This clause is only intended to ensure that the Agency has all ownership rights that are required to be maintained by the Agency under 42 CFR 433 Subpart C, which includes enhancements, configurations, and customizations to COTS or proprietary software designed for and paid for by the Agency utilizing enhanced federal funding for design and development. COTS or proprietary software packages such as software that is owned and licensed for use by third parties, which are provided at established catalog or market prices and sold or leased to the general public must not be subject to the ownership provisions in paragraphs (a) and (b) of 45 CFR 95.617.
3. Work plans. The Contractor shall develop, maintain, and comply at all times with the following, subject to Agency approval:
   1. Each plan shall adhere to the timing and requirements set forth in Sections 1.3.1 and 1.3.2, to include, at minimum:
4. Definition of each project activity;
5. Sequence of activities, including which tasks can be completed in parallel;
6. Dependencies between activities, if any;
7. Identification of who is responsible for each project activity;
8. Defined deliverables and outcomes;
9. Timeframe in which each activity will be completed;
10. A plan update schedule, which shall include updates no less frequently than quarterly; and
11. Identification of Agency responsibilities and expectations.
    1. Staffing Plan detailing the required Contractor and Agency team members (roles and skill sets) to complete the technical implementation, and provide ongoing maintenance, routine testing and production support.
    2. Implementation Plan detailing implementation, quality assurance, testing, and operational readiness activities related to Contractor’s system solutions. The Contractor shall supply all documentation that is related and necessary for a successful implementation.
    3. Quality Assurance plan detailing the following:
       1. Specific quality standards Contractor work must meet;
       2. Requirements Traceability Matrix (RTM) showing traceability to how each requirement will be tested;
       3. Quality metrics, including defect and test coverage metrics;
       4. Testing approach; and
       5. Test data management strategy.
    4. Reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plan requirements include but are not limited to:
    5. Sample reports that may be necessary to monitor and oversee the project, including a sample monthly performance report detailing all deliverables and performance measures that have been met or unmet during the month.
    6. Each plan shall include:
       1. Detail of whom the reports should be delivered to for review and approval, as necessary;
       2. Frequency and due dates for reports;
    7. The Contractor shall revise report content as needed and upon Agency request.
    8. Disaster Recovery Plan (DRP) that includes Recovery Time Objectives, Recovery Point Objectives, and periodic failover testing. The Contractor shall review and update the system's Disaster Recovery Plan with results from the Disaster Recovery Plan verification test, along with any changes to the plan.
    9. Training Plan
       1. Training of Contractor staff in system functions and operational procedures required to perform the Contractor’s functions under the Contract;
       2. Training of Contractor staff on HIPAA and information security policies and procedures at minimum:
          1. Orienting new employees to policies and procedures; and
          2. Conducting periodic review sessions on policies and procedures.
       3. Training of Agency staff and end users including, but not limited to, the following:
          1. Training for Agency staff on solution features and capabilities, as well as performing systems administration functions, as necessary;
          2. Training for Agency staff on utilizing the solution’s reporting, analysis, and performance monitoring features; and
          3. Training for third party developers on registering, completing the attestation process, and using the developer portal.
    10. Security Plan detailing how the Contractor will meet the requirements set forth in Section 1.5, Data and Security.
    11. A plan for ongoing maintenance, routine testing, and production support.
12. Meetings
    1. The Contractor shall coordinate with the Agency to conduct a virtual project kickoff meeting within fifteen (15) business days of the Effective Date of this Contract. The Contractor’s Project Manager as well as other Contractor designated key personnel must attend this meeting.
    2. The project kickoff meeting is intended to walk through the Contractor work plans. This does not preclude the Contractor from additional meetings and discussions with Agency staff to inform revisions to the plans. The Contractor shall prepare an agenda for the meeting, seeking input from the Agency.
    3. The Contractor shall participate in status meetings with the Agency at intervals established within the Agency-approved work plans.
    4. In addition to planned status meetings, the Agency may ask the Contractor to participate in ad-hoc meetings related to the Contract.

1.3.1.2 System Requirements

1. Functional Requirements. The Contractor shall maintain systems and software, as necessary, to support the Contract, including the ability to interface with Agency data sources. This includes, at minimum:
   1. A Software as a Service (SaaS) solution using a cloud-hosted FHIR API server supporting the latest FHIR version required by CMS regulations.
      1. The hosted solution, including the data center, shall be located in the continental US.
      2. The solution shall be compliant with the related requirements described in the ONC 21st Century Cures Act.
         1. 45 CFR 170.213 United States Core Data for Interoperability (USCDI)
         2. 45 CFR 170.215 Application Programming Interface Standards
      3. The solution shall be compliant with CMS-9115-F
2. 42 CFR 431.60 Beneficiary access to and exchange of data
3. 42 CFR 431.70 Access to published provider directory information
4. 42 CFR 457.730 Beneficiary access to and exchange of data to support CHIP beneficiaries
   * 1. The solution shall be compliant with the CMS-prescribed implementation guides, including but not limited to, as referenced in CMS-9115-F
5. May use an updated version of any standard or all standards and any or all implementation guides or specifications.
6. Update to newest version by any CMS-mandated compliance dates.
   * + - 1. Use of the updated version of the standard, implementation guide, or specification does not disrupt an end user's ability to access the data
7. Patient data shall include all covered services to the extent the CMS recommended Implementation Guides (CARIN Alliance Blue Button® Framework and Common Payer Consumer Data Set IG) reflect them.
   1. Data
      1. The solution shall accept data daily from the Agency via one of the following data transfer methods:
         1. Azure Data Share; or
         2. Secure File Transfer Protocol (SFTP).
      2. The solution shall have pre-built or out-of-the-box FHIR adapters for claims and encounter data.
      3. The solution shall include all FFS patient data with a date of service on or after January 1, 2016 for active eligible individuals.
      4. The solution shall be able to include claims data for payment decisions that may be appealed, were appealed, or are in the process of appeal.
      5. The solution shall make available to third party applications data that allows beneficiaries to access their claims, encounter, clinical data (based on USCDI v1+), and drug formulary data using CMS recommended publicly available implementation guides.
         1. Data may reside in an existing Agency data store or may be Extract, Transform, Load (ETL) to a Contractor data store using Agency-approved, secured, and supported technologies.
8. Scalability
   1. The Contractor’s solution shall be extensible to support future needs and growth, and scale in a cost-effective way without compromising performance.
   2. The Contractor’s solution shall be extensible to accommodate additional requirements pertaining to FHIR implementations and interoperability.
   3. As new federal regulations become final, the Agency may request the Contractor’s solution meet the new specifications prior to the required compliance date, at the Contractor’s discretion and expense.
      1. Upon Agency request, the Contractor shall submit to the Agency a proposal for implementation of additional CMS-mandated APIs.
      2. At the Agency’s option, this engagement could be expanded to include implementation of additional APIs based on the approved Implementation Plan. If the Contractor provides these implementation services, the Contractor shall propose a fixed price for the implementation phase based on the proposed hourly rates, as well as a fixed monthly price for ongoing operations.
9. Security
   1. The Contractor’s solution shall ensure that individual Medicaid members or authorized representatives can only access their data via explicit access grants. This includes but is not limited to:
      1. Utilize the Agency-provided Identity and Access Management solution.
      2. Verify an individual or authorized representative can only access claims/encounter data or other protected health information that they are authorized to view.
   2. The Contractor’s solution shall adhere to an identity and access management strategy that meets the CMS-9115-F rule.
      1. The solution shall support individual identity verification and authentication via OAuth 2+ and OpenID Connect.
      2. The solution shall support SMART on FHIR authorization process.
   3. The Contractor’s solution shall prevent and mitigate threats from unauthorized access to the FHIR API Server.
   4. The Contractor’s solution shall be able to revoke or discontinue API access at the API and third party application levels. This includes allowing the Agency the ability to revoke or discontinue API access for specific third party applications.
10. Testing and Monitoring
    1. The Contractor shall conduct routine testing and monitoring according to the Agency-approved quality assurance plan, and modify the plan as appropriate to ensure APIs function properly per the CMS mandated testing script guidelines.
       1. The FHIR API will be tested with industry best practices, Agency-approved test cases, and testing guidelines provided by CMS.
       2. The Contractor shall provide documentation and implementation of best practices regarding API testing tools.
       3. The Contractor shall provide to the Agency traffic throughput metrics to validate expected traffic load.
       4. The Contractor shall perform routine performance/health monitoring to ensure that the FHIR API Server is available and connecting properly to third party applications.
    2. The Contractor shall provide for Agency and CMS access to the system to independently conduct routine testing and monitoring, to include but not limited to:
       1. The Contractor shall produce a test API environment for the Agency to verify that the API functions properly and according to the CMS Final Rule requirements.
       2. The Contractor shall coordinate routine testing with the Agency, utilizing the production API environment, to ensure that the production API environment functions properly according the CMS Final Rule requirements.
11. Reporting Capabilities
    1. The Contractor’s solution shall have reporting capabilities (all measures to be reported in numerator/ denominator format and percentage) including but not limited to:
       1. Patient Access API:
          1. The total number of unique beneficiaries whose data are made available via the Patient Access API to a beneficiary-designated third party application;
          2. The number of unique beneficiaries whose data are made available via the Patient Access API to a beneficiary designated third party application more than once; and
          3. The number of unique beneficiaries that access their patient data on a daily, quarterly and yearly basis.
       2. Provider Directory API:
          1. The number of providers listed in the provider directory.
          2. The number of provider directory queries via the API.
       3. Performance Metrics:
          1. Systems availability (uptime): The percentage of time the application has to be available for requests
          2. Pass rate: The percentage of requests that complete successfully – given the calls are made correctly
          3. API response time: The average amount of time it takes to complete a successful transaction and respond to the client.
12. Change Management Process
13. A Change Service Request (CSR) will be used to identify all Agency-requested system modifications related to configuration and integration.
14. Track and generate reports on the progress of all CSRs. Duties include but are not limited to:
15. Image and include all attachments pertinent to each CSR, including request, business and technical requirements, test plan and test results and approval sign-off.
16. Provide notification to affected parties when a CSR status changes.
17. Maintain all changes made by the Agency or the Contractor to each CSR, identifying the change made, the person making the change and the date and time of the change.
18. Provide status report coding changes, attach test results and record all notes from the Agency and Contractor staff related to each CSR.
19. Be responsive to all requests from the Agency for system modification.
20. Complete CSRs on or before requested completion dates.
21. Provide clear and complete responses to all CSRs including:
22. Definition of the problem
23. Proposed solution
24. Proposed approach to implement the solution
25. Proposed schedule for completion
26. Constraints and assumptions
27. Financial impact
28. Agency and end user impact
29. Estimated effort detailed by:
30. Labor in hours
31. Hours per task
32. Hours per full-time equivalent (FTE)
33. Ongoing support requirements
34. Documentation
35. Update documentation impacted by the change management process.
36. Provide a status report to the Agency that includes new CSRs, closed CSRs, and the status for high priority CSRs. The report shall be delivered to the Agency at a frequency to be determined by the Agency.

1.3.1.3 Support Services

The Contractor shall provide the following support services:

1. Third Party Support for SMART on FHIR Applications
   1. Contractor shall provide support for third party developers for the Patient Access API and the Provider Directory API.
      1. Privacy policy attestation. The Contractor shall establish, implement, and maintain a process for requesting and maintaining attestations from third party apps requesting to retrieve data via the Patient Access API. These attestations must indicate the app adheres to certain privacy provisions. At minimum, attestations must include:
         1. The app has a publicly available privacy policy, written in plain language, that has been affirmatively shared with the patient prior to the patient authorizing app access to their health information. To “affirmatively share” means that the patient had to take an action to indicate they saw the privacy policy, such as click or check a box or boxes.
         2. The app's privacy policy includes, at a minimum, the following important information:

How a patient's health information may be accessed, exchanged, or used by any person or other entity, including whether the patient's health information may be shared or sold at any time (including in the future);

A requirement for express consent from a patient before the patient's health information is accessed, exchanged, or used, including receiving express consent before a patient's health information is shared or sold (other than disclosures required by law or disclosures necessary in connection with the sale of the application or a similar transaction);

If an app will access any other information from a patient's device; or

How a patient can discontinue app access to their data and what the app's policy and process is for disposing of a patient's data once the patient has withdrawn consent.

* + - 1. The Contractor shall track and report to the Agency all third party applications that have a deficient or no privacy attestation.
    1. If a patient has requested data be exposed to a deficient third party application, the Contractor shall coordinate with the Agency to ensure the patient understands the risks involved. This includes, but is not limited to:
       1. Hold the third party application access in a pending status.
       2. Inform the Agency within one (1) business day and allow sufficient time for the Agency to conduct outreach to the patient around privacy concerns.
       3. Either terminate or move forward with the request based on patient response via the Agency. If the patient does not actively respond, the Agency will direct the Contractor to move forward as the patient has already directed their data be shared and this initial request must be honored.
    2. The Contractor shall provide and support a comprehensive registration and on-boarding process for third party applications to connect to the Patient Access API.
  1. Security risk assessment. The Contractor shall conduct security risk assessments of thirdparty applications to evaluate and approve access to the Patient Access API.
  2. Customer service/help desk support for third party developer questions and trouble-shooting.
  3. Dedicated developer portal or “sandbox” for third party developers to test with sample data.

1. Documentation Requirements
   1. The Contractor shall provide API documentation to the Agency for posting on the Agency website, to include but not necessarily limited to the following:
      1. API syntax, function names, required and optional parameters supported and their data type, return variables and their types/structures, exceptions and exception handling methods and their returns.
      2. The software components and configurations an application must use in order to successfully interact with the API and process its response.
      3. All applicable technical requirements and attributes necessary for an application (SMART on FHIR or otherwise) to be registered with any authorization server(s) deployed in conjunction with the API.
      4. Address how the API will be registered so that applicable SMART on FHIR applications may discover the API.
   2. The Contractor shall develop and submit to the Agency accessible, culturally competent educational materials about privacy and security considerations for Medicaid beneficiaries and internal Agency staff.
      1. The educational materials shall be 508 compliant and meet any other ADA compliant measure minimums.
      2. The educational materials shall contain general information on steps an individual may consider taking to help protect the privacy and security of their health information, including factors to consider in selecting an application including secondary uses of data, and the importance of understanding the security and privacy practices of any application to which they will entrust their health information.
   3. The Contractor shall provide to the Agency all documentation that is related and necessary for a successful implementation.
2. Reports
   1. Implementation progress reports, detailing the status of milestones, schedule, risks and issues, and quality metrics including defect and test coverage. Frequency of progress reports shall be in accordance with the Agency-approved implementation plan, but no less than monthly.
   2. Monthly operations performance reports, detailing the status of all deliverables, and performance measures that have been met or unmet during the month. This includes but is not limited to:
      1. Service Levels met during the month
         1. Systems availability (uptime): The percentage of time the application has to be available for requests
         2. Pass rate: The percentage of requests that complete successfully – given the calls are made correctly
         3. API response time: The average amount of time it takes to complete a successful transaction and respond to the client.
      2. Quality metrics, to include defect and test coverage metrics
      3. Usage metrics (all measures to be reported in numerator/ denominator format and percentage) including but not limited to:
         1. Patient Access API:
            1. The total number of unique beneficiaries whose data are made available via the Patient Access API to a beneficiary-designated third party application;
            2. The number of unique beneficiaries whose data are made available via the Patient Access API to a beneficiary designated third party application more than once; and
            3. The number of unique beneficiaries that access their patient data on a daily, quarterly and yearly basis.
         2. Provider Directory API:
         3. The number of providers listed in the provider directory.
         4. The number of provider directory queries via the API.
      4. Technical support metrics, detailing help desk inquiry volume (via phone and email), broken out by help desk support services, updates and error resolution assistance, and disposition of inquiries. See Special Contract Attachment 4.2.
      5. This report shall be submitted with the monthly invoice.

1.3.1.4 Turnover

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

Once the turnover phase begins, the Contractor shall:

1. Fully cooperate and collaborate with the Agency and new entity.
2. Develop and comply with a turnover plan detailing the activities and timelines necessary to transfer responsibility for operations to the Agency or new entity within 30 days of Agency request, and subject to Agency approval. The turnover plan shall include at minimum:
   1. Proposed approach to the turnover;
   2. Definition of each project activity;
   3. Sequence of activities;
   4. Identification of who is responsible for each project activity;
   5. Defined deliverables and outcomes;
   6. Timeframe in which each activity will be completed; and
   7. Identification of Agency responsibilities and expectations.
3. Provide the required turnover services. This will include meeting with the Agency and incoming vendor(s) and devising work schedules that are agreeable for both the Agency and the incoming vendor(s).
4. Data transfer. The Contractor will then transfer data to the Agency or new vendor upon request.
5. Turn over all:
   1. Necessary data and reference files.
   2. Reports associated with the contract throughout implementation and operations.
   3. A turnover results report.

**1**.**3.2 Performance Measures.**

1. Work Plans
   1. The Contractor shall submit all work plans, except the ongoing operational support plan, to the Agency for approval within 15 business days after execution of this Contract, unless specified otherwise. The Contractor shall receive final approval no later than 10 business days after first submission.
   2. The Contractor shall submit the operational support plan to the Agency for approval according to the timeframes established in the Agency-approved implementation plan.
2. System Service Levels

The Contractor solution shall meet the following service levels:

|  |  |  |
| --- | --- | --- |
| Category | Service Level Name | Service Level Criteria |
| System Availability | System Uptime | 99% or more |
| Mean Time Between Unplanned Outages | 60 Days or more |
| Unplanned Outages per Quarter | 3 or Fewer |
| Down Times for Maintenance per year | 12 or Fewer |
| Allowed Maintenance Windows | 9 PM - 5 AM CST |
| Mean Time to Restore Service | 6 hours or less |
| System Performance | Pass Rate | 95% or more |
| Transactions per Second | 20 requests/sec |
| API Response Time | 1 second or less |
| Data Availability | Data made available to third party vendors via API | Within 1 business day of receipt from the Agency |

1. Technical Support Help Desk
2. The Contractor shall respond to third party app developers with issues within one (1) business day, and provide an interim response within one (1) business day if a completed response is not possible by then. The Contractor shall provide complete responses to 100 percent of inquiries within three (3) business days.
3. The Contractor shall report Severity One and Severity Two Errors to the Agency within 30 minutes of discovery. The Contractor shall also report resolution of Errors once root causes are identified and implemented.
4. Support Services
5. The Contractor shall provide third party application documentation to the Agency within five (5) business days of a newly available third party application.
6. The Contractor shall discontinue access to third party applications within 30 minutes of request from the Agency.
7. Unless otherwise specified, the Contractor shall provide all identified reports in an Agency-approved format and in accordance with timeframes established in the Agency-approved reporting plan. All submitted reports shall be concise, free from typographical and grammatical errors, and come to logical conclusions.
8. Disaster Recovery
   * + 1. Production Disaster Recovery RTO & RPO
          1. In the event of a Disaster, the Contractor shall meet the Recovery Time Objective (RTO) of two (2) hours and the Recovery Point Objective (RPO) of 30 minutes, as specified in the Disaster Recovery Plan, to recover the Production system to the Disaster Recovery system's environment.
       2. Non-Production Disaster Recovery RTO & RPO
          1. In the event of a Disaster, the Contractor shall meet the Recovery Time Objective (RTO) of 48 hours and the Recovery Point Objective (RPO) of 24 hours, as specified in the Disaster Recovery Plan, to recover the Non-Production system to the Disaster Recovery system's Non-Production environment.

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

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

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

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

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

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Completion Criteria** | **Invoice Amount** |
| Payment Milestone #1 – Documentation delivery | * Contractor delivers the work plans as described in Section 1.3.1.1.E. * Contractor incorporates or dispositions all Client feedback provided within 10 days of deliverable submission * Agency business owner approves each deliverable | 20% of Implementation Pricing for Provider Directory API and Patient Access API |
| Payment Milestone #2 – Provider directory data ingestion | * Contractor demonstrates all provider directory data is loaded and available from the Contractor’s SaaS Solution * Contractor demonstrates compliance with each security requirement listed under section 1.3.1.2 * Agency confirms the provider data loaded in the Contractor SaaS Solution reconciles to the Agency’s provider data * Agency Business Owner approves | 20% of Implementation Pricing for Provider Directory API |
| Payment Milestone #3 – Patient data ingestion | * Contractor demonstrates all patient data is loaded and available from the Contractor’s SaaS Solution * Contractor demonstrates compliance with each security requirements listed under section 1.3.1.2 * Agency confirms the data loaded in the Contractor SaaS Solution reconciles to the Client data * Agency business owner approves | 20% of Implementation Pricing for Patient Access API |
| Payment Milestone #4 – Provider Directory API Production Deployment | * Contractor delivers the final test report, showing successful execution results for each test case/test scenario defined in the approved Quality Assurance Plan and in accordance with the implementation guides and testing tools developed for use with FHIR APIs (see <https://confluence.hl7.org/display/DVP/Da+Vinci+implementer+Support>) * Contractor resolves all defects or receives approval from the Agency business owner on each defect that remains unresolved * Contractor completes an end-to-end demonstration of the provider directory API from an end-user perspective * Contractor deploys the provider directory API to production, making it available for use by third party application developers * Contractor demonstrates completion of all requirements listed in section 1.3.1.2 * Contractor provides educational information explaining the process by which:   + A third party application developer connects to the provider directory API   + An interested party accesses provider directory information through a third party application (applicable to any third party application available at the time of deployment) * Agency business owner approves | 60% of Implementation Pricing for Provider Directory API |
| Payment Milestone #5 – Patient API Production Deployment | * Contractor delivers the final test report, showing successful execution results for each test case/test scenario defined in the approved Quality Assurance Plan and in accordance with the implementation guides and testing tools developed for use with FHIR APIs (see <https://confluence.hl7.org/display/DVP/Da+Vinci+implementer+Support>) * Contractor resolves all defects or receives approval from the Agency business owner on each defect that remains unresolved * Contractor completes an end-to-end demonstration of the patient API from an end-user perspective * Contractor deploys the patient API to production, making it available for use by third party application developers * Contractor demonstrates completion of all implementation requirements, including operational readiness activities outlined in the implementation plan. * Contractor provides educational information explaining the process by which:   + A third party application developer connects to the patient API   + A beneficiary accesses patient information through a third party application (applicable to any third party application available at the time of deployment) * Agency business owner approves | 60% of Implementation Pricing for Patient Access API |

1. Implementation of subsequent CMS-mandated APIs. If the Agency elects that the Contractor complete work to implement additional APIs based on future federal regulations, the Contractor may invoice the Agency the implementation costs for integration and configuration in accordance with the hourly rates set forth in Special Contract Attachment 4.1 (i.e., the Cost Proposal). The Contractor shall track and document, at a minimum; hours worked per position, per hour rate, API associated with this work, and date and times.
2. The Agency reserves the right to withhold an additional five percent of the implementation payments due Contractor if Contractor fails to comply with all provisions within Section 1.3.1.1.A.2. In the event that the Contractor fails to fill a key personnel position and the position remains vacant for a period of 30 days or more, the Agency reserves the right to permanently retain the withhold.
3. Operations Costs. The Contractor will be paid a fixed monthly amount for Subscription Fees and Support Services rendered and an hourly rate for approved CSRs, in accordance with the pricing set forth in Special Contract Attachment 4.1 (i.e., the Cost Proposal).
   1. Deliverables and Performance Measure Withholding Payment. The Contractor may invoice 90% of the fixed amount each month. The Agency will withhold 10% of the monthly amount to assure the Contractor meets required Deliverables and Performance Measures based on the Service Levels found in Section 1.3.2. In order to claim the withhold amount, the Contractor must show in the monthly performance report that each performance measure has been met. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.
   2. CSR payments are not subject to the 10% withhold. CSR hourly rates may only be billed for applicable work approved and prioritized by the Agency in a CSR and must be additional systems resources provided to perform beyond the staffing required to meet Deliverables in Section 1.3.1.
   3. Withholding of Final Payment. The Agency may withhold the last full monthly payment due at the end of the Contract until such time as the Contractor has fully completed all Turnover activities and completely closed out the Contract.

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

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

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

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

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

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

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

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

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

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ). The document template is attached as Attachment 4.3.

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

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

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

***1.6 Contract Work Hours and Safety Standards Act*.** The Contractor shall comply with the following contract provisions and related matters.

(b) *Contract Work Hours and Safety* *Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b) (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR] § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and mechanicsinclude watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

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

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

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

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

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

# SECTION 4. SPECIAL CONTRACT ATTACHMENTS

**Attachment 4.1 Pricing Schedule**

**Attachment 4.2 Technical Support**

**Attachment 4.3 Vendor Security Questionnaire**

# Attachment 4.1: Pricing Schedule

*(TBD)*

{To be completed when contract is drafted.}

**Attachment 4.2: Technical Support**

**Technical Support for the Applicable System.**

For purposes of this Contract, "Technical Support" for the applicable SaaS solution shall consist of providing help desk support services, updates and error resolution assistance.

1. Help Desk Support Services

The Contractor shall provide the following help desk Support Services:

* Assistance with questions on all application interfaces, including Application Programming Interfaces (API), involving general usage, operation, and functionality.
* Error and bug reporting.
* Information on current releases, Applicable System compatibility, restrictions, enhancements, workarounds, and fixes.

|  |  |
| --- | --- |
| **Contractor Help Desk Minimum Requirements** | |
| Item | Description |
| Help Desk Support Services | Contractor shall provide technical and end user Support Services by phone and email for the SaaS Solution. The help desk supports functional, operational, and applicable SaaS solution-related issues, questions, and outages. The Agency agrees not to use the help desk for training. |
| Help Desk Availability | 8:00am to 5:00p.m. Central Time, Monday through Friday with the exception of Contractor holidays or office closings. |

1. Updates

The Contractor shall promptly make available to end users all modifications, updates, error corrections, minor releases, major releases and related documentation for the applicable SaaS solution.

1. Error Resolution Assistance

The Contractor shall provide the following resolution assistance with respect to Errors affecting the applicable SaaS solution during the Contract Term:

An "Error" is a failure of the applicable SaaS solution to perform in accordance with the user documentation for that particular release.

When the Contractor receives a report of a potential Error from the Agency or end users, such potential Error shall be classified by the Contractor as a Severity One, Severity Two, Severity Three, Severity Four or as not an Error and will respond and begin taking actions to correct such Error, as set forth below.

1. Severity One (Critical). A Severity One Error is an Error occurring (a) after it is first used in production by the Agency or end users (the "First Commercial Use") that causes the applicable SaaS solution to fail to install or run and renders the applicable SaaS solution unusable, or (b) an Error internal to the applicable SaaS solution that compromises overall system integrity or data integrity when the applicable SaaS solution is installed or operational (i.e., causing a system crash or loss or corruption of data).  The Contractor shall make reasonable efforts to respond to calls for a Severity One Error within one (1) business hour.
2. Severity Two (High). A Severity Two Error is an Error occurring (a) after Agency’s or end users’ First Commercial Use in which a required program or feature of the applicable SaaS solution is unusable, or (b) an Error internal to the applicable SaaS solution causes a major loss of functionality (i.e., major options or features of the applicable SaaS solution fail to function) for which there is no known workaround. The Contractor shall make reasonable efforts to respond to calls for a Severity Two Error within two (2) business hours.
3. Severity Three (Medium). A Severity Three Error is an Error occurring (a) after the First Commercial Use in which an optional program or feature of the applicable SaaS solution is unusable, or (b) an Error internal to the applicable SaaS solution causes a minor loss of applicable SaaS solution functionality (i.e., minor options or features of the solution fail to function) for which there may or may not be a known workaround. The Contractor shall make reasonable efforts respond to calls for a Severity Three Error within eight (8) business hours.
4. Severity Four (Low).  A Severity Four Error is a problem occurring after the First Commercial Use that has only a minor effect on functionality. The Contractor shall make reasonable efforts to respond to calls for a Severity Four Error within sixteen (16) business hours.
5. Severity One and Severity Two Errors.

If an Error is classified as a Severity One or a Severity Two Error, the Contractor will initiate work on developing an Error correction and will use its commercially reasonable efforts to complete the Error correction promptly after such Error is reported.  Any such Error correction may be provided through a temporary fix or work-around consisting of sufficient programming and/or operating instructions to implement the Error correction.

**Attachment 4.3: Vendor Security Questionnaire**

|  |  |  |  |
| --- | --- | --- | --- |
| **Vendor Name:** | | **Completed by:** | **Date:** |
| **Updated:** |
| **Question** | | **Response** | |
| **Data Protection** | | | |
| 1 | In what geographic location(s) will DHS data be stored? Specify the timeframe in which DHS will be notified if this changes. |  | |
| 2 | How does the vendor detect changes to the integrity of DHS data and what measures are in place to ensure DHS data is not lost, modified or destroyed? |  | |
| 3 | How does the vendor ensure deleted data cannot be recoverable? |  | |
| 4 | How does the vendor detect degradation of DHS data? |  | |
| 5 | Define a security incident. |  | |
| 6 | Describe the vendor’s incident response and reporting program. |  | |
| **Cloud Service Providers** | | | |
| 7 | Will DHS data be stored in a cloud? |  | |
| 8 | Who is the cloud service provider? |  | |
| 9 | Is the cloud service provider FedRAMP authorized and if so, specify the impact level. |  | |
| 10 | If not FedRAMP authorized, specify the security framework for which the cloud service provider is certified. |  | |
| 11 | How can DHS be assured cloud service providers meet the same security standards as that of the vendor? |  | |
| **Access Control** | | | |
| 12 | Who has access to the systems providing DHS data and services? How is this access controlled? |  | |
| 13 | What authentication method is required to access DHS data and applications (e.g. username and password)? |  | |
| 14 | Which multi-factor authentication methods does the vendor support? |  | |
| 15 | Does the vendor allow the use of personal devices for access to DHS data? |  | |
| 16 | Specify the frequency vendor staff access to DHS data is reviewed. |  | |
| 17 | Which access control methodology does the vendor support: Role-based access control (RBAC), mandatory access control (MAC), or discretionary access control (DAC)? Define how you meet this methodology. |  | |
| **Regulatory Compliance** | | | |
| 18 | Is the vendor a HIPAA covered entity? |  | |
| 19 | Is the vendor a business associate of DHS? If yes, does the vendor have downstream business associate agreements with subcontractors? |  | |
| 20 | Define the vendor’s HIPAA training. List the training modules and the time allotted for each module. |  | |
| 21 | Is the vendor audited or assessed by a third party? If yes, specify the security framework. |  | |
| 22 | Explain how the vendor performs an information security risk assessment. What is the frequency? |  | |
| 23 | Explain how the vendor manages their information security risk assessment program. |  | |
| **Business Continuity and Resiliency** | | | |
| 24 | Does the vendor have a business continuity plan? |  | |
| 25 | How often is the business continuity plan tested? |  | |
| 26 | How does the vendor ensure DHS can continue doing business at all times, even if there is a permanent catastrophic failure or natural or man-made disaster where DHS data or services are located? |  | |
| 27 | What guarantees does the vendor provide for recovery time objectives (RTO) and recovery point objectives (RPO)? |  | |
| **Service and Data Integrity** | | | |
| 28 | Is DHS data encrypted in transit? If so, specify the encryption algorithm and cipher strength.  Who owns the encryption key? |  | |
| 29 | Is DHS data encrypted at rest? Is so, specify the encryption algorithm and cipher strength.  Who owns the encryption key? |  | |
| 30 | Specify the network security tools used to monitor data flow into the vendor’s network for malware or cyber-attacks. |  | |
| 31 | What tools and procedures does the vendor utilize for intrusion detection and at what frequency? How is this capability tested for functionality at the hardware, network, and database levels? |  | |
| **Multi-Tenancy** | | | |
| 32 | How does the vendor separate DHS data and services from those of other clients? |  | |
| 33 | In what ways could the vendor’s other client’s affect the quality of the service or service levels provided to DHS? |  | |
| 34 | What resources will DHS share with other clients? |  | |
| **Infrastructure and Application Security** | | | |
| 35 | Who owns and operates the vendor’s data centers and what physical and environment security measures are in place? |  | |
| 36 | What parts of the vendor’s infrastructure are owned and operated by the vendor and what parts are obtained from a colocation service? |  | |
| 37 | What standards are followed for hardening network equipment, operating systems, and applications? |  | |
| 38 | Specify the tools used to perform vulnerability scans and the frequency. What is the timeframe to re-mediate high and critical findings? |  | |
| 39 | Specify the frequency of third party penetration tests to assess infrastructure security. Include the type of third party report received. |  | |
| 40 | What specifications does the vendor follow to purge data when equipment is retired or replaced? How does the vendor purge any resident DHS data? |  | |
| 41 | Does the vendor utilize a web application for this service? If so, does the vendor follow the OWASP Top 10 List? |  | |
| **Non-production Environment Exposure** | | | |
| 42 | Is DHS data loaded to a test environment? If so, who has access to the test environment? |  | |
| 43 | Which copies are de-identified and which are not? |  | |
| 44 | Is live DHS data used in testing? |  | |