



# REQUEST FOR PROPOSAL (RFP)

## Problematic Sexualized Behavior Psychiatric Medical Institution for Children (PSB-PMIC)

RFP# MEDIOMC26011

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### ***RFP Purpose.***

The Iowa Department of Health and Human Services (Agency) seeks proposals from qualified Psychiatric Medical Institutions for Children (PMICs) in Iowa to provide trauma-informed, evidence-based care for Medicaid-eligible Youth with complex behavioral health needs, specifically those with Problematic Sexualized Behavior (PSB).

Target Youth will typically range from 12 to 16 years of age at admission with high-acuity behavioral health conditions and/or co-occurring diagnoses. The Agency reserves the right to modify age and gender parameters based on emerging needs, contingent upon licensing and legal requirements.

Selected PMICs will support the following State goals:

- Prioritize short-term, family-focused treatment.
- Expand access for Youth, regardless of system involvement.
- Reduce emergency department and psychiatric hospital utilization.
- Deliver trauma-informed, evidence-based, individualized care.
- Support treatment across a continuum of services.
- Coordinate with families, schools, and case managers.
- Build strong community support networks.

This RFP outlines mandatory provider qualifications but permits the Agency discretion in determining the number of selected panel providers and enhanced funding beds, based on budget availability under enhanced and general Medicaid allocations. Enhanced beds must supplement, not replace, existing PMIC capacity in Iowa.

The Agency will select qualified providers for a closed panel of PMICs specializing in the treatment of Youth with PSB. Panel membership authorizes enrolled Medicaid Managed Care Organizations (MCOs) to contract with selected providers at an enhanced fee schedule to serve Iowa HHS approved youth. Inclusion on the panel does not guarantee referrals, funding, or service volume.

### ***Regulatory Compliance.***

Contractors must adhere to federal and state laws and regulations, including, but not limited to:

- Iowa Code Ch. 135H (Licensure and Regulation of PMIC Facilities)
- 42 C.F.R. §441.151–156 (Medicaid Reimbursement for Psychiatric Residential Treatment Facilities)
- HIPAA (45 C.F.R. § 164) (Confidentiality and Data Security)
- CMS Guidance on Psychiatric Residential Treatment Facilities 42 CFR 441.151 to 42 CFR 441.182, and 42 CFR 483.350 to 42 CFR 483.376
- SAMHSA's Trauma-Informed Care Framework <https://www.samhsa.gov/mental-health/trauma-violence/trauma-informed-approaches-programs>

### ***Duration of Panel Appointment.***

Providers selected through this RFP will be awarded a contract with HHS for the appointment to a closed panel for a six-year term, unless removed pursuant to the terms of the panel agreement. Panel members do not constitute a direct service contract with the Agency, but authorizes MCOs to contract with panel providers for enhanced services under the States' Medicaid program.

### Procurement Timetable

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

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	<b>June 2, 2025</b>
Agency Issues RFP to Bid Opportunities Website	<b>June 4, 2025</b>
Bidder Letter of Intent to Bid Due By	<b>June 12, 2025, 3:00 p.m.</b>
Bidder Written Questions Due By	<b>Date and Time for Questions: June 12, 2025, 3:00 p.m.</b>
Agency Responses to Questions Issued By	<b>Date for Responses: June 20, 2025</b>
Bidder Proposals and any Amendments to Proposals Due By	<b>July 14, 2025, 3:00 p.m.</b>
Agency Issues Notice of Intent to Award	<b>August 15, 2025</b>
Contract Negotiations and Execution of the Contract Completed	<b>September 1, 2025</b>
Anticipated Start Date for the Provision of Services	<b>October 1, 2025</b>

## **Section 1 Background**

### **1.1 Background.**

The State of Iowa is dedicated to ensuring Youth with complex and challenging behavioral health needs, particularly those exhibiting Problematic Sexualized Behavior (PSB), can access appropriate, evidence-based residential treatment without requiring child welfare or juvenile justice involvement.

Residential treatment must not serve as a long-term placement solution but rather provide short-term, intensive support aimed at clinical stabilization and family reunification. Integrated treatment planning should guide all clinical interventions.

Many Youth with PSB have experienced significant trauma, abuse, or neglect and may have intellectual or developmental disabilities contributing to maladaptive behaviors. Due to current system limitations, families often resort to seeking CINA (Child in Need of Assistance) adjudication to access residential treatment. This program aims to address that gap by providing access to care without requiring custody relinquishment.

The enhanced PMIC program will offer:

- A highly structured, therapeutic environment tailored to Youth with complex presentations.
- In-state treatment that supports families' involvement and maintains continuity of care.
- Multidisciplinary, trauma-informed interventions that foster long-term stability and community reintegration.

Selected providers must accept referrals statewide, offering services regardless of a Youth's county or system involvement. Iowa HHS will retain authority over Youth placement approvals, treatment oversight, and funding determinations in collaboration with Iowa Medicaid Managed Care Organizations (MCOs).

#### **1.1.1 Target Population**

- Youth ages 12 to 16 at admission (age parameters may be adjusted).
- Diagnosed with PSB and possible co-occurring behavioral health, trauma-related, or developmental conditions requiring intensive out-of-home treatment.
- May exhibit behaviors related to trauma exposure (e.g., abuse, neglect, domestic violence, exploitation).
- Services should allow families to remain intact whenever safely possible.

### **1.2 RFP General Definitions**

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

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

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

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

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

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

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

**“State”** means the State of Iowa.

#### **1.2.1 Definitions Specific to this RFP.**

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

**“Bidder Qualification Attestation Packet”** means the required set of forms, attached as *Attachment I*, in which the Bidder certifies compliance with specific qualification criteria outlined in the RFP, including staffing requirements, evidence-based service delivery, treatment protocols, training, and supervision standards. The completed, signed packet must be submitted with the Technical Proposal.

**“Problematic Sexualized Behavior”** or **“PSB”** means behavior displayed by Youth that involves sexual body parts or acts, is outside their expected developmental stage, and causes harm to self or others. These behaviors tend to be minimally responsive to adult redirection; involve negative emotionality like feelings of fear, shame, or anger; occur between Youth of disparate ages, sizes, or abilities; and may include force or coercion to involve other children in the behavior.

**“Psychiatric Medical Institution for Children”** or **“PMIC”** means a facility licensed in accordance with the requirements set forth in Chapter 134H of the 2024 Iowa Acts.

**“Youth”** means any person under the age of 18 years old.

### **1.3 Scope of Work**

#### **1.3.1 Deliverables.**

The Contractor shall provide services which include, but may not be limited to, the following:

##### **1.3.1.0. Medicaid Enrolled Provider and Contractor Certifications**

- A. Contractor shall be an enrolled Medicaid provider in good standing by the Contract start date and maintain this status throughout the Contract.
- B. Contractor shall possess the following certifications by the Contract start date. The Contractor shall submit proof of these certifications to the Agency by the Contract start date and maintain current versions on file with the Agency:  
Certified Trauma Professional (CTP); and at least one of the following:
  - Board Certified Behavior Analyst (BCBA)
  - Certified Alcohol and Drug Counselor (CADC)
  - Sex Offender Treatment Provider (SOTP)
  - NABITA Certification
  - Licensed Mental Health Practitioner

#### **1.3.1.1 Staffing Requirements**

- A. Direct Care Staff must have a minimum of one (1) year of behavioral health experience with Youth or equivalent qualifications approved by the Agency.
- B. Clinical Staff must include:
  - Licensed mental health professionals with trauma-informed expertise (required) and trauma-responsive care (preferred).
  - Psychiatric providers with experience treating complex Youth populations.
  - Additional clinicians (e.g., BCBA, SOTP-I/II) may participate, but must not substitute core trauma-specialized providers.

#### **1.3.2 Funded Services**

Contractors shall deliver trauma-informed, individualized care in a therapeutic setting, ideally with single-occupancy bedrooms. Required services include:

- A. Individual, group, and family therapy
- B. Psychiatric care and medication monitoring.
- C. Crisis stabilization (aligned with NASMHPD's Six Core Strategies)  
<https://restraintreductionnetwork.org/wp-content/uploads/2023/09/Consolidated-Six-Core-Strategies-Document.pdf>
- D. Education, medical, and rehabilitative services
- E. Recreational and vocational/life-skills programming
- F. Discharge planning with Youth and family involvement
- G. Ongoing family engagement and caregiver training
- H. Coordination with schools, outpatient providers, and HHS

#### **1.3.3.1 Admissions**

- A. Eligible Youth Served:
  - Youth ages 12 to 16 at admission (age parameters may be adjusted).
  - Diagnosed with PSB and possible co-occurring behavioral health, trauma-related, or developmental conditions requiring intensive out-of-home treatment.
  - May exhibit behaviors related to trauma exposure (e.g., abuse, neglect, domestic violence, exploitation).
  - Services should allow families to remain intact whenever safely possible.
- B. Agency retains sole discretion to determine admission.
- C. Contractor shall collaborate through monthly meetings with the Agency.

- D. Admission to enhanced PMIC beds is contingent upon Agency qualification and referral.
- E. Youth may be referred through CINA assessments, post-adoption services, or other pathways.

#### **1.3.3.2 Outcomes Reporting**

Contractors shall submit monthly electronic reports (by the 15<sup>th</sup> of the following month), including:

- A. Number of Youth served in enhanced PMIC beds
- B. Staff qualifications and trauma-informed credentials
- C. Youth-specific progress (goals, therapy sessions, psychiatric care, family engagement, etc.)
- D. Length of stay and referral timelines
- E. Direct input into the Agency's bed tracking system (when available)

#### **1.3.4 Performance Measures**

Contractor must meet:

- 100% attendance at required monthly meetings.
- 100% on-time submission of Youth progress reports.
- Outcome reporting consistently addresses treatment provided to the youth and progress toward stabilization and discharge for the Youth.
- 90% compliance with staff training standards.

#### **1.3.5 Agency Responsibilities**

The Agency will:

- Identify and refer Youth statewide.
- Coordinate monthly admission and progress review meetings.

#### **1.3.6 Contract Payment Methodology**

Funding and service volumes will be determined at the Agency's sole discretion and are subject to availability of budget and program need. Inclusion on the panel does guarantee referrals or utilization.

Medicaid reimbursement will utilize an enhanced PMIC rate, with a minimum per diem of \$762.93 for each Youth in Contractor care. Payments are contingent upon meeting staffing, performance, service delivery standards, and submission of Outcomes Reporting. All payment agreements, including service volume allocations and specific reimbursement structures, will be managed directly between the Bidder and the contracting MCOs, in accordance with State Medicaid program guidelines and the State's MCO policies.

## **Section 2 Basic Information About the RFP Process**

### **2.1 Issuing Officer.**

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

Jennifer Zepeda  
Lucas State Office Building  
321 E 12th Street  
Des Moines, IA 50319  
Phone: 515-829-5667  
[rfpmidiomc26011@hhs.iowa.gov](mailto:rfpmidiomc26011@hhs.iowa.gov)

### **2.2 Restriction on Bidder Communication.**

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

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

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

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

### **2.4 Online Resources.**

[Six Core Strategies to Reduce Seclusion and Restraint](#)

### **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. Bidders are asked to provide their intent to bid using Attachment F – Notice of Intent to Bid Form. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted



by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

## **2.6 Reserved. (*Bidders' Conference*)**

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

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

Do not submit questions by mail, shipping service, or hand delivery.

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

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

### **2.8 Submission of Bid Proposal.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder submitted the fully-completed Bidder Qualification Attestation Packet where Bidder has certified to all statements therein.

##### **2.13.2 *Reasons Proposals May be Disqualified.***

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);

- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential or makes excessive claims for confidential treatment (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here:  
<https://ipers.org/investments/restrictions>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***2.21 Copyrights.***

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

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

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided

herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

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

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

The Agency may, at its sole discretion, issue notice of intent to award to one or more Bidders based on program needs, geographic considerations, and available funding.

#### **2.25 Acceptance Period.**

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

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

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

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Health and Human Services  
Lucas State Office Building  
321 E 12th Street  
Des Moines, Iowa 50319  
Email: [reconsiderationrequest@hhs.iowa.gov](mailto:reconsiderationrequest@hhs.iowa.gov)

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

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

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

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

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

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

### **2.29 Restrictions on Gifts and Activities.**

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

### **2.30 Exclusivity.**

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

### **2.31 No Minimum Guaranteed.**

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services. Entering into a Contract does not guarantee any level of referrals, minimum number of contracts, or financial compensation.

### **2.32 Use of Subcontractors.**

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

### **2.33 Bidder Continuing Disclosure Requirement.**

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

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

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

#### 3.1 Bid Proposal Formatting.

Subject	Specifications
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 50 pages. See Section 3.2 for further information about Tab 3 Attachments.
<b>Pagination</b>	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>Bid Proposals must be bound and use tabs to label sections.</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>Envelopes shall be addressed to the Issuing Officer.</li> <li>The envelope containing the original Bid Proposal shall be labeled "original."</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal. The original hard copy must contain original signatures.
<b>USB Flash Drive</b>	<ul style="list-style-type: none"> <li>Bidders shall submit 2 flash drives, each with a copy identical to the content of the original hard copy of the Proposal.</li> <li>Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> </ul> <p>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</p>

Subject	Specifications
	<p>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.</p> <ul style="list-style-type: none"> <li>• The transmittal letter may not be marked confidential.</li> <li>• The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

### **3.2 Contents and Organization of Technical Proposal.**

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

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

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

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



The Bid Proposal must contain a table of contents.

### **3.2.3 Information to Include Behind Tab 3: Bidder's Relevant Program Experience and Service Design Capability**

The Bidder shall provide a narrative demonstrating its qualifications and capacity to design and implement a treatment program that aligns with the needs outlined in Section 1.3 of this RFP.

Bidders should include the following in their response:

- Illustrative service delivery strategies related to supervision, treatment planning, and integration of family engagement practices.
- Description of how the enhanced rate would allow the organization to expand or enhance services for this specialized population.
- Overview of operational readiness, including staff training and development infrastructure, use of security and supervision protocols, and experience supporting high-risk populations in a therapeutic milieu.
- Narrative of clinical and non-clinical service capabilities relevant to this population, including assessment tools, documentation practices, and staff roles.

This section is intended to demonstrate the Bidder's relevant experience and capability, not to serve as a formal implementation plan. Supporting examples, models, and references to prior work are encouraged to illustrate the Bidder's preparedness and fit.

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

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

- Demonstrated experience serving youth with Problematic Sexualized Behavior (PSB), intellectual or developmental disabilities, or co-occurring behavioral health needs.
- Familiarity with and use of relevant evidence-based treatment modalities (e.g., MST-PSB, PSB-CBT, TF-CBT), including training and competencies related to these models.

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

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

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

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

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

**3.2.5.3 Information About 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 RFP. 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 RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

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

The forms listed below are attachments to this RFP. Bidders shall fully complete, sign, and submit these forms behind Tab 6 of the Technical Proposal. Incomplete or unsigned forms may result in disqualification:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)
- Certification and Disclosure Regarding Lobbying
- Bidder Qualification Attestation Packet (Required—see Attachment I)
- Proof of all Licensure, Accreditation, and/or Certification listed in the Bidder Qualification Attestation Packet, Section A, Licensure, Accreditation and Certifications (Attachment I). If the Iowa DIAL licensure is in process, provide status.

Note: Bidders must complete and sign each attestation included in the Bidder Qualification Attestation Packet to certify compliance with all organizational, clinical, staffing, and service requirements outlined in this RFP.

### **3.2.7 Reserved. (Financial Statements)**

### **3.3 Reserved. (Cost Proposal)**

## **Section 4 Evaluation of Bid Proposals**

### **4.1 Introduction.**

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

### **4.2 Evaluation Committee.**

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

### **4.3 Proposal Scoring and Evaluation Criteria.**

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

### **Scoring Guide.**

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

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

### **Technical Proposal Components.**

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

<b><u>Technical Proposal Components</u></b>	<b><u>Weight</u></b>	<b><u>Score (0-4)</u></b>	<b><u>Potential Maximum Points</u></b>
<b>Bidder's Relevant Program Experience and Service Design Capability (Section 3.2.3)</b>	70	----	<b>280</b>
<b>Bidder's Experience (Section 3.2.4)</b>	50	----	<b>200</b>
<b>Personnel (Section 3.2.5)</b>	40	----	<b>160</b>
<b>Total Potential Score</b>		----	<b>640</b>

### **4.4 Recommendation of the Evaluation Committee.**

The evaluation committee will present a recommendation to the Medicaid Deputy Director for selection on the awarded contract panel. The recommendation may identify one or more Bidders for selection or recommend that no Bidder be selected. The final decision will be made by the Medicaid Deputy Director after reviewing the committee's input. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected.

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 6 of the Bid Proposal.)*

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

## PRIMARY BIDDER CERTIFICATIONS

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

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder's Technical Proposal;
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency's evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid

Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and

- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

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

## **3. EXECUTION.**

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



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

### Attachment C: Subcontractor Disclosure Form

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

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

<b>Subcontractor Detail</b>	
<b>Subcontractor Legal Name (“Subcontractor”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.)</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	

<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>Subcontractor's Accounting Firm:</b>	
<b>If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.</b>	
<b>General Scope of Work to be performed by this Subcontractor</b>	
<b>Detail the Subcontractor's qualifications for performing this scope of work</b>	

By signing below, Subcontractor agrees to the following:

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

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

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

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

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**Attachment D: Additional Certifications**  
*(Do not return this page with the Bid Proposal.)*

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or

local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

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

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

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
  - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the person's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations;
  - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
  - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
  - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture,

distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
  - a. take appropriate personnel action against such employee up to and including termination; or
  - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## **6. NON-DISCRIMINATION**

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

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

**Instructions:**

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



**Statement for Loan Guarantees and Loan Insurance**

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

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

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

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

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

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

**Attachments Specific To This RFP**

**Attachment F:** Notice of Intent to Bid Form

**Attachment G:** Bidder Q& A Form

**Attachment H:** Sample Contract

## Attachment H Sample Contract

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

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

### CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
MEDC	<i>{To be completed when contract is drafted.}</i>

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

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

Agency of the State (hereafter "Agency")	
<b>Name/Principal Address of Agency:</b> Department of Health and Human Services Lucas State Office Building 321 E 12th Street Des Moines, Iowa 50319	<b>Agency Billing Contact Name / Address:</b> <i>{To be completed when contract is drafted.}</i>
<b>Agency Contract Manager (hereafter "Contract Manager" ) /Address ("Notice Address"):</b> <i>{To be completed when contract is drafted.}</i>	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> <i>{To be completed when contract is drafted.}</i>

Contractor: (hereafter "Contractor")	
<b>Legal Name:</b> <i>{To be completed when contract is drafted.}</i>	<b>Contractor's Principal Address:</b> <i>{To be completed when contract is drafted.}</i>

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

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

### **Contract Execution**

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

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

## SECTION 1: SPECIAL TERMS

### **1.1 Special Terms Definitions.**

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

### **1.2 Contract Purpose.**

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

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

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

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

#### **1.3.2 Performance Measures.**

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

#### **1.3.3 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 Contract Manager or designee will:

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

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

**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 Upon receipt and processing of claim submissions. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

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

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables before making payment. The Agency will not automatically pay end of state

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

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

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

#### **1.4 Insurance Coverage.**

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

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

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

**1.5.1 Security Framework.** The Contractor shall comply with at least one of the following and provide evidence of such compliance to Agency upon request:

Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or

Compliant with HIPAA Security Rule 45 CFR Part 160 and Subparts A and C of Part 164.

**1.5.2 Vendor Security Questionnaire.** The Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ) upon Agency request.

**1.5.3 Cloud Services.** The Contractor shall be compliant with at least one of the following and provide evidence of such compliance to Agency upon request:

FedRAMP authorization with impact level moderate prior to implementation of the system, or Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

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

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

**1.5.6 Data Sharing Terms.**

1.5.6.1. Purpose

1.5.6.2. Legal Authority

1.5.6.3... ANY additional terms

1.6 Reserved. (Labor Standards Provisions.)

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

**1.7.1 General Terms for Service Contracts ("Section 2").** The version of the General Terms for Services Contracts Section posted to the Agency's website at <https://hhs.iowa.gov/initiatives/contract-terms> that is in effect as of the date of last signature



in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

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

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

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

## **Attachment I**

### **Bidder Qualification Attestation Packet**

This Attestation Packet must be **completed and signed** by the Bidder's authorized representative and included behind **Tab 6** of the Technical Proposal.

The Iowa Department of Health and Human Services (HHS) will use these attestations to verify compliance with qualification-based requirements. These requirements will be incorporated into any contract entered into as a result of this RFP

#### **Section A: Licensure, Accreditation and Certifications**

Bidder is currently licensed, accredited, and/or certified at the time of submission of their Proposal and shall remain licensed, accredited, and/or certified for the duration of any subsequent contract: Licensure and Accreditation. Please certify the Bidder currently possesses the following:

- ☐ Iowa DIAL licensure (or in process)
- ☐ Accreditation from TJC, CARF, COA, or similar HHS-approved

#### **Section B: Organizational Capacity & Staffing**

Please certify the following:

- ☐ Bidder confirms staffing levels will support a minimum direct care staff-to-youth ratio of 1:5 at all times, including at least two awake staff in the 5-bed facility during all overnight hours.
- ☐ Bidder will maintain sufficient awake staffing 24/7, including holidays and weekends.
- ☐ Bidder will implement ongoing supervision and administrative oversight for direct care staff.
- ☐ Bidder has policies in place for staff retention, recruitment, and use of security features such as cameras, secure entrances, and locked doors.
- ☐ Bidder agrees to maintain a comprehensive staffing plan with documented coverage at all required levels.

#### **Section C: Evidence-Based Treatment & Clinical Competency**

Please certify the following:

- ☐ Bidder will use a HHS-approved, evidence-based treatment model for youth with Problematic Sexualized Behavior (PSB), such as:
  - Multi-Systemic Therapy – PSB
  - PSB-CBT
  - Trauma-Focused CBT

- ☐ Bidder confirms all clinical staff providing treatment will be trained and competent in at least one approved model.
- ☐ Bidder will monitor and ensure fidelity to the evidence-based treatment model used.
- ☐ Bidder will maintain documentation on how staff clinical competency is assessed and maintained.
- ☐ Bidder agrees to provide treatment effectiveness data using internal or external monitoring tools.

#### **Section D: Treatment Protocol & Service Delivery**

Please certify the following:

- ☐ Bidder will implement a treatment protocol that addresses the first 48 hours and first week of a youth's admission, including risk and needs assessment.
- ☐ Daily programming will include:
  - Supervision of youth per required ratios
  - Medication administration and monitoring
  - Communication and case coordination across disciplines
  - End-of-day and morning check-ins
  - Transportation to appointments and community outings
  - Less than 30% of youth waking hours in "milieu" activities
- ☐ Bidder will ensure staff documentation aligns with all licensing and RFP requirements.
- ☐ Bidder agrees to provide training on required documentation, safety procedures, and service protocols.

#### **Section E: Family Engagement & Reintegration**

Please certify the following:

- ☐ Bidder will use specific engagement strategies with families to support reintegration.
- ☐ Family plans will include home safety supervision strategies and reinforcement of treatment goals.
- ☐ Bidder agrees to facilitate family involvement throughout the youth's stay in the PMIC.

**Section F: Staff Training**

Please certify the following:

- ☐ Bidder will implement a competency-based training plan for PMIC staff providing direct and therapeutic services.
- ☐ Training will include:
  - De-escalation techniques
  - Trauma-informed care (per SAMHSA)
  - PSB-specific risk management
  - Documentation standards
  - Cultural and linguistic competence
  - Evidence-based treatment fidelity
- ☐ Bidder agrees to document all training completions and provide ongoing support and refresher training.

**Section G: Disclosures & Subcontractor Oversight**

Please certify the following:

- ☐ Bidder has disclosed any founded child or dependent adult abuse reports or felony convictions for staff, owners, or proposed subcontractors in Section 3.2.5.4 of the Technical Proposal.
- ☐ If using subcontractors, Bidder agrees to provide oversight and management in accordance with their submitted work plan and staffing model.

**Section H: Signature & Certification**

I, the undersigned, certify that I am authorized to complete and submit this attestation on behalf of the Bidder and that all statements made herein are true and accurate to the best of my knowledge.

Additionally, I attest that if our organization enters into a contract with the Agency, our organization will maintain compliance with all requirements outlined in this Packet for the entirety of the contract term and shall notify the Agency immediately upon discovering any instance of non-compliance.

**Bidder Organization Name:** \_\_\_\_\_

**Authorized Representative Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_