



## REQUEST FOR PROPOSAL (RFP)

### Iowa Aftercare Services Program ACFS-23-002

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***RFP Purpose.***

The purpose of the RFP is to solicit proposals that will enable the Department of Human Services (Agency) to select the most qualified contractor to implement and administer a statewide Iowa Aftercare Services Program (Aftercare) to provide developmentally appropriate support and services to youth aging out of foster care, the state training school, or court ordered Iowa detention placements. Also eligible are youth who exit foster care for a subsidized guardianship or adoption at age 16 or older. Services are available when the youth residing in Iowa is age 18-23 and for the one-year period prior to age 18, to help with the transition to Aftercare. The primary goal of the program is for Participants to achieve Self-Sufficiency and to ensure that they recognize and accept their personal responsibility to prepare for and transition from adolescence to adulthood. Program Rules can be found in Iowa Administrative Code (IAC) 441-187.

***Duration of Contract.***

The Agency anticipates executing a contract that will have an initial 2-year contract term with the ability to extend the contract for 4 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

<b>Procurement Timetable</b>
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There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Standard Time.

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	<b>August 3, 2021</b>
Agency Issues RFP to Bid Opportunities Website	<b>August 5, 2021</b>
Bidder Letter of Intent to Bid Due By	<b>August 27, 2021 3:00 p.m.</b>
Bidder Written Questions Due By	<b>August 27, 2021 3 p.m.</b>
Agency Responses to Questions Issued By	<b>September 3, 2021</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>September 30, 2021 1:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>November 15, 2021</b>
Contract Negotiations and Execution of the Contract Completed	<b>April 15, 2022</b>
Anticipated Start Date for the Provision of Services	<b>July 1, 2022</b>

## Section 1 Background and Scope of Work

### 1.1 Background.

The Iowa Aftercare Services Program was originally implemented through an RFP process in 2002 using a competitively-bid process. The selected contractor has maintained the program since inception, through two additional procurement processes.

Iowa Administrative Code on the Iowa Aftercare Services Program can be seen at [IAC 441-187](#).

The Agency contract combines funding from federal and state sources. Over the years, legislative changes and increased funding have allowed Aftercare to expand eligibility criteria so that more young Iowans can benefit from the program:

- Since State Fiscal Year (SFY) 2002, the Agency has designated a portion of Iowa's federal Chafee Foster Care Independence Program funding to serve 18 to 21-year-olds who age out of foster care. Services were extended to age 23 in 2020-See Extended Services, in Definitions of this RFP.
- Since SFY 2006, the Iowa Legislature has appropriated state funding for the Preparation for Adult Living (PAL) program, which provides monthly financial support to youth who:
  - a. exit a state-paid foster care placement at age 18 and
  - b. are employed or enrolled in postsecondary education or training.
- Since SFY 2015, the Iowa Legislature has provided additional funding so that youth aging out of the State Training School (Eldora, "STS") and other Iowa detention facilities are eligible for Aftercare services as they transition to adulthood.
- Since January 1, 2020, Extended Services became available to 21 and 22-year-olds who had previously received Aftercare services between the ages of 18 and 21. Extended services are less structured than the standard Aftercare services and are designed to be a "step down" support to those young adults who want additional support as they continue on a path towards self-sufficiency.
- Beginning on July 1, 2020, as a result of 2020 Iowa Acts, House File 2220, youth who age out of relative foster care may receive the same financial support under the PAL program as youth who leave from state-paid care.

The data below reflects the Aftercare Eligible Population:

According to DHS child welfare information systems, during calendar year 2020:

- 449 youth left Iowa's Foster Care system (all placement types) at age 17.5 or older, with 321 being 18 or older when they exited.
- 20 youth adopted at age 16 or older.
- 51 youth exited foster care to guardianship at age 16 or older, though not all of those youth would have entered the Subsidized Guardianship Program and become eligible for Aftercare.
- 46 youth left Iowa's state training school (STS provided) at 17.5 and older; 35 were 18 or older when they exited; and 174 youth left an Iowa Detention Center at age 17.5 years or older (January - September data is pulled from the Juvenile Detention Database and October - December data is from the Detention Screening Tool Database).

*It is important to note the data systems tend to count exits, so a youth who enters and exits, detention for example, more than once may inflate the numbers slightly.*

- For SFY 2020, 675 unduplicated youth served by Aftercare with a monthly average of 439 youth served, and of the 675 Participants, 430 (67%) received PAL at least one month during the year. Of the 675 youth served, 60 became eligible due to aging out of the State Training School or detention center. Of the 675, 200 accessed services for the first time during the year.

- According to the Iowa Aftercare Services Annual Report 2020, the five-year trends show new intakes aging out of care from a wide variety of foster care placement types. In SFY 2020, 34% of these youth aged out of a family-like setting (licensed family foster home, relative, adoption, or suitable other placement). Significant proportions also aged out of residential facilities (group homes, shelters, or Psychiatric Medical Institutions for Children (PMIC) (29.5%), Supervised Apartment Living (SAL)(19.5%), and State Training School/detention (15.5%).

In SFY 2020, approximately \$1.5 million of the \$4.9 million Iowa Aftercare Services budget went directly to youth in the form of monthly PAL stipends and Vendor Payments to youth. The maximum PAL stipend is \$600/\$500/\$400, depending on the age of the Participant (18, 19, 20 respectively). Vendor Payments (available to Participants not receiving PAL) are allowed up to \$300 per quarter/Participant based on a need, for housing or food, for example. For SFY 2020, the average monthly PAL stipend budget amount was \$508. For Vendor Payments, the budget was \$903 per Participant for the year.

In SFY 2020, the annual performance measures Participant survey of 359 Participants resulted in the following, according to the end of year incentive claim from the current Contractor. Performance measures selected reflect the intent of the Agency and a commitment to performance based contracting.

**1. Outcomes Achieved:**

*Performance Measure: At least 65 percent of Participants will have resources to meet their living expenses.*

*Achieved: 87.3%*

*Performance Measure: At least 80 percent of Participants will have a safe and stable place to live.*

*Achieved: 97%*

*Performance Measure: At least 90 percent of Participants will, by self-report, have positive personal relationships with at least one adult in the community.*

*Achieved: 98%*

Additional reports can be accessed through the following links: <http://dhs.iowa.gov/transitioning-to-adulthood> and <https://dhs.iowa.gov/aftercare-services>

Annual Outcomes Report for state fiscal year 2020 at the link below:

[https://iowaaftercare.org/wp-content/uploads/2020/09/IASN\\_AnnualReportSFY20\\_Final\\_09162020.pdf](https://iowaaftercare.org/wp-content/uploads/2020/09/IASN_AnnualReportSFY20_Final_09162020.pdf)

**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 Human Services.

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

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

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

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

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

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

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

***“Aftercare Eligible Population”*** means in order for a youth to receive services, a youth must meet the following requirements:

1. The youth must be a resident of Iowa.
2. The youth must be at least 17 years of age but less than 23 years of age.
3. The youth must have out-of-home placement experience as follows:

Pre-Aftercare Services. The youth must meet eligibility requirements for Pre-Aftercare Services as described below:

1. The youth is at least 17 years of age; and
2. The youth was placed in Foster Care, the Iowa state training school, or a court-ordered Iowa juvenile detention center; was adopted after reaching 16 years of age; or entered the Subsidized Guardianship Program arrangement after reaching 16 years of age; and
3. The youth has access to funding for Pre-Aftercare Services provided in contract that has not been fully expended for the contract year.

Core Services. The youth must meet eligibility requirements for core services as described below:

1. The youth is 18, 19, or 20 years of age; and
2. The youth exited foster care, the Iowa state training school, or a court-ordered Iowa juvenile detention center:
  - a. On or after the youth’s 18th birthday; or
  - b. Between the ages of 17½ and 18 after having been in any combination of foster care, the Iowa state training school, or a court-ordered Iowa juvenile detention center for at least one day in at least 6 of the 12 calendar months prior to the youth leaving placement; or
  - c. The youth was adopted from foster care on or after the youth’s 16<sup>th</sup> birthday; or
  - d. The youth entered a subsidized guardianship arrangement from foster care on or after the youth’s 16<sup>th</sup> birthday.

Extended Services. The youth must meet eligibility requirements for extended services as described below:

1. The youth resides in Iowa; and
2. The youth is 21 or 22 years of age; and
3. The youth was served by the Aftercare services program prior to the age of 21; and
4. The youth has access to funding for extended services provided in contract that has not been fully expended for the contract year.

***“Brief Contact”*** means a face-to-face meeting with the youth in which Case Management activities are addressed, but which does not meet the length of time requirements to be a Substantial Contact.

***“Case Management”*** means a method of providing developmentally appropriate support and services needed in order for the Participant to be safe and to assist the Participant in their own efforts in achieving Self-Sufficiency. Case Management components include assessment of strengths and needs of the Participant, service plan development, and arranging, coordinating, monitoring, evaluating, and advocating for support and services to meet the specific needs of the Participant. Case Management services include direct face-to-face contact with the

Participant, activities undertaken to assist the Participant with the use of community resources, and consultation and Collaboration on service directions with employers, schools, landlords, volunteers, extended family members, peer support groups, training resources, or other community resources on behalf of the Participant. Effective Case Management requires engagement of the served population in order to identify goals, to enlist support and resources, and to determine action steps to complete goals.

**“Casey Life Skills Assessment”** means the assessment created and maintained by Casey Family Programs, which can be found at <https://caseylifeskills.secure.force.com/>.

**“Collaboration”** means when communities, agencies, and local organizations join together to provide comprehensive services based on common goals and shared resources. Instead of focusing on individual agendas, collaborative partnerships establish common goals that address problems that lie beyond any single agency or organization’s purview yet concern them all. Partners agree to pool resources, jointly plan, implement, and evaluate new services and procedures, and delegate individual responsibility for the outcomes of their joint efforts.

**“Core Services”** means the most intensive Aftercare supports, provided to Participants age 18 through 20. The service includes youth engagement in service planning, self-sufficiency goals, budgeting, and general case management services. Contacts with the Participant are more frequent in Core Services, occurring at least two times per month. Core Services may include financial supports such as Vendor Payment or the Preparation for Adult Living Stipend, depending on Participant eligibility.

**“Critical incident”** means a situation, known to the Contractor and which involves a Participant that results in:

- Injury that requires hospitalization to staff or Participant.
- Crisis situation – Examples: emergency hospitalizations for suicide attempt; domestic abuse; or a circumstance where there was an immediate threat of harm.
- Police assistance or involvement that if proven in a court of law, is a felony.
- Death of Participant.
- Harm perpetrated by Contractor staff.

**“Delinquent Youth”** means a child who has been adjudicated delinquent, is at risk, or has been certified by the Chief Juvenile Court Officer as eligible for court ordered Services.

**“Disburse”** or **“Disbursement”** means the funds the Contractor pays to others on behalf of the Agency.

**“Extended Services”** means a “step down” service to transition Participants from Core Services to adulthood. In other words, the Extended Services is for Participants age 21-22, in the last two years of the program, intended to slowly move them to independence. The service may include, but is not limited to, life skills training, periodic check-in, referrals to needed services, and limited payments to youth. Funds, limited to an annual per-Participant amount (currently up to \$300 per quarter), may be provided. Prior to receiving available funds, the youth is required to meet with the advocate and discuss the reason the youth is accessing funds and prior efforts to meet the need. The youth may also be asked to provide documentation of income. The youth must meet eligibility requirements for Extended Services as described in the definition of Aftercare Eligible Population in this section.

**“Former Foster Care Recipient”** means those youth who have left Foster Care on or after their 18th birthday, or those youth who left Foster Care between the ages of 17 ½ and 18 and who had been in care continuously for 6 or more months, and those youth who left Foster Care at age 16 or older to be adopted or enter the Subsidized Guardianship Program.

**“Foster Care”** means 24 hour substitute care for all children placed away from their parents or guardians and for whom the Agency or Juvenile Court Services (JCS) has placement and care responsibility either through court order or voluntary agreement, regardless of whether the Foster Care facility is licensed and payments are made by

the State or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of adoption, or whether there is Federal matching of any payments that are made. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes/residential facilities/Qualified Residential Treatment Program (QRTP), emergency shelters (aka CWES), and pre-adoptive homes. This definition does not include placements in detention facilities, forestry camps, training schools, or any other facility operated primarily for the detention of children who are determined to be delinquent.

**"Foster Youth to Independence"** means the federal Department of Housing and Urban Development's (HUD) Foster Youth to Independence (FYI) Initiative. HUD's Foster Youth to Independence Initiative targets housing assistance to young people aging out of foster care and who are at extreme risk of experiencing homelessness. FYI availability is limited in Iowa. Contact your local Public Housing Authority for information.

**"Individual Self-Sufficiency Plan"** means a written document, based upon an assessment of the Participant's strengths and needs, that complements the Participant's own efforts in achieving Self-Sufficiency, and that identifies the Participant's goals for achieving Self-Sufficiency and the target date, desired outcomes, tasks, timeframes, and responsible parties. The plan clearly identifies action steps to be completed by the youth, service Contractor, and other support persons. In addition to being signed by the Contractor of service, the plan must also be signed by the Participant, indicating recognition and acceptance of their Personal Responsibility in their transition towards Self-Sufficiency.

**"Life Skills Services"** means a service paid for or provided by the Department of Human Services, intended to support a youth in Foster Care preparing for adulthood, regardless of the manner in which it is delivered (e.g., inclusive of services provided through a foster parent, contracted service Contractor, other public agency, etc.).

**"Life Skills Training"** means interpersonal and daily living skills training to prepare individuals to maintain a safe, healthy, and stable lifestyle. Skills training may involve "hard" skills such as money management, self-care and hygiene, how to access health care and health care coverage, job seeking/maintenance skills, and accessing community resources or "soft" skills such as decision-making, problem solving, relationship skills, and self-advocacy skills.

**"Local Transition Committee"** means local meetings to address the transition needs of those children receiving child welfare services who are age sixteen or older and have a case permanency plan as defined in section 232.2. See Iowa Code 235.7.

**"Matching Funds"** means funds supplied by the Contractor or secured by the Contractor, such as through grants or private foundation, which would result in a decreased cost to the contracting Agency.

**"Mental Health Professional"** means an individual that meets all of the following conditions: holds at least a Master's degree in a mental health field, including but not limited to, psychology, counseling and guidance, psychiatric nursing and social work; or is a doctor of medicine (MD) or doctor of osteopathic medicine and surgery (DO); holds a current Iowa license when required by the Iowa licensure law; has at least two years of post-degree experience supervised by a Mental Health Professional in assessing mental health problems, mental illness and needs of persons and in providing appropriate mental health services for those persons.

**"Notice of Decision"** means a written document that notifies an applicant/Participant of an action being taken by the program, including an explanation of the reasons for the action and rights to appeal.

**"Participant"** means a youth who meets Aftercare Eligible Population and participates in the Aftercare Services Program.

**"Preparation for Adult Living (PAL)"** means a program component of the overall Aftercare Services Program.

The purpose of the aftercare PAL component is to provide financial support to eligible youth who are receiving Aftercare services. A monthly PAL stipend may be provided to a youth receiving Aftercare who meet eligibility requirements per IAC 441-187.

***“Personal Responsibility”*** means actively progressing toward the completion of goals to achieve Self-Sufficiency. Indicators may include, but are not limited to, earning school credits, self-advocacy skills, working to be financially stable, reaching out for assistance, etc.

***“Pre-Aftercare Services”*** means services provided to youth age 17, who are expected to qualify for the Aftercare Services Program, prior to their discharge from foster care, the State Training School, or detention. Pre-Aftercare Services allow the youth to begin a relationship with Aftercare staff in addition to allowing Aftercare staff to provide services to assist the youth with a more seamless transition to Aftercare. Direct contacts tend to be infrequent and are delivered “as needed”. Services provided cannot duplicate or supplant services of which the youth is already receiving. Pre-Aftercare Services may include indirect activities to support the youth, such as attending planning meetings, coordinating housing, and attending youth centered meetings for the child. Pre-Aftercare Services is also called pre-services.

***“Relationship Mapping”*** means the process of putting intentional effort into making sure that every Participant has a connection to at least one healthy adult support person. A diagram documents the process and minimally identifies the youth and describes the current relationships and their value to the Participant. The map may identify relational goals, such as a desire to reconnect, strengthen, or establish new relationships.

***“Room and Board”*** means payment for housing and any meals included as part of the living arrangement. In order to receive the room and board payment, youth must have left Foster Care because they have attained eighteen years of age or older. Flexibility in paying room and board is important, with housing assistance encompassing various living situations that meet the minimum standards including, but are not limited to, apartment living, motel, dorm, former foster home, etc.

***“Self-Sufficiency”*** means sustaining a safe and stable living environment and having resources to support that living environment. Indicators may include, but are not limited to, demonstration of attainability and sustainability of employment, knowledge and access to personal and community resources, including adequate health care, active education/vocational plans, and demonstration of basic living skills including problem solving, decision making, and assertiveness. Self-Sufficiency involves building and sustaining healthy relationships, which are often integral to successful accomplishment of goals.

***“Self-Sufficiency Plan”*** means a plan created with each youth based on an assessment of the youth's strengths and needs. The Self-Sufficiency Plan shall be completed with each Participant within thirty (30) calendar days of the eligibility determination. The Contractor shall assure that the Participant takes an active part in the development and signs the Self-Sufficiency Plan, indicating recognition and acceptance of their Personal Responsibility in their transition towards Self-Sufficiency. The Self-Sufficiency Plan shall be updated at least every six months. The plan shall identify:

- a. The Participant’s strengths and needs, as identified by the program Case Manager and the Participant; and
- b. The goals of and for the Participant as well as activities the Contractor and Participant shall complete for achieving goals. Goals shall be in some or all of the following domains: education, employment, health, housing, and relationships; and,
- c. The tasks, responsible parties, time frames, and desired outcomes needed to reach the goals.

***“Serious emotional disturbance”*** means a diagnosable mental, behavioral, or emotional disorder that (1) is of sufficient duration to meet diagnostic criteria for the disorder specified by the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association; and (2) has resulted in a functional impairment that substantially interferes with or limits a consumer’s role or functioning in family, school, or community activities. “Serious emotional disturbance” shall not include neurodevelopmental



disorders, substance-related disorders, or conditions or problems classified in the current version of the DSM as “other conditions that may be a focus of clinical attention,” unless these conditions co-occur with another diagnosable serious emotional disturbance.

“SNAP” is a federal program which provides nutrition benefits to supplement the food budget of needy families so they can purchase healthy food and move towards self-sufficiency.

“**State Training School (STS)**” means an Iowa juvenile facility defined by Iowa Code 233A.1.

“**Subsidized Guardianship Program**” means a permanency option for children involved with child welfare that provides financial assistance to caregivers who agree to be the legal guardian for a youth who is in Foster Care. Guardianship is a safe alternative to adoption, providing permanency for the youth without requiring formal termination of parental rights.

“**Substantial Contact**” means a face-to-face contact with a Participant lasting at least 30 minutes, which addresses the Case Management needs of the Participant and related activities. The rate of the Substantial Contact shall be included in the budget. Substantial Contact payments are all inclusive of the service, so the cost of the direct service provider, transportation costs, administration, and all other costs of providing the Substantial Contact are included in that rate.

“**Transition Planning Specialist (TPS)**” means an Agency staff that is dedicated to the Agency’s overall transition process for successful transition from foster care to adulthood for youth in foster care. There is typically one TPS for each Agency service area.

“**Vendor Payment**” means payments to meet direct expenses of Aftercare Participants that are necessary in order to meet goals of Self-Sufficiency. Such assistance will be considered short-term and designed to be a “safety-net” that no other community resource can meet. Vendor Payments may include Life Skills Training, transportation assistance, employment and educational assistance, clothing assistance, and room and board assistance as defined in above.

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

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

##### **1.3.1.1 Eligibility Determination**

Develop and implement an Agency approved process for determination of initial eligibility of each Participant, including creation of the Agency approved form(s) needed to receive referrals, request confirmation of eligibility from the Agency, and notifying the applicant of the decision. A Notice of Decision will be provided to applicants and to Participants whose service ends or changes. Eligibility shall be determined for applicants within seven (7) Agency business days of referral.

##### **1.3.1.2 Plan, Develop, and Implement**

- A. Develop, implement, and adhere to an Agency approved intake process that is easily accessible to potential Aftercare Participants and referring individuals. In addition to items in Section 1.3.1.1, develop and implement an Agency approved ongoing eligibility process, based upon the Participant taking an active, responsible part in plan development and implementation to reach desired outcomes.
- B. Utilize a Casey Life Skills Assessment of all youth that present through self-referrals, referrals from the Agency, other programs, or individuals.
- C. Utilize a Self-Sufficiency Plan, based upon an independent living needs assessment of each Participant’s strengths and needs, which complements the Participant’s own efforts in achieving Self-Sufficiency. The

Contractor shall create a Self-Sufficiency Plan with the youth within thirty (30) calendar days of the eligibility determination and shall revise the Self-Sufficiency Plan, at least, every six (6) months.

- D. Develop and implement an Agency approved plan for clinical support to Case Managers and supervisors.
- E. Develop and implement an Agency approved training plan for Case Managers and supervisors.
- F. Create an Agency approved protocol to respond to Participant issues, such as poor participation or aggression, which may lead to discharge from Aftercare services.
- G. Ensure the provision of effective, equitable, understandable, and respectful quality supports and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy and other communication needs.
- H. Develop and implement procedures for Participant appeals and grievances. Participants have the right to appeal adverse decisions made by the Agency or the Contractor. Provide information to Participants about their rights to appeal.
- I. Develop and implement a quality assurance process, including Agency staff, which evaluates case level service, training, and fiscal systems.
- J. Create and manage a waiting list when all funds for Aftercare are committed for the fiscal year, per 441 Iowa Admin. Code Chapter 187. Contractor shall notify the Agency at least thirty (30) calendar days prior to initiating a waiting list to review possible options to avoid a waiting list.
- K. Develop and maintain a website describing the program, referral process, process and outcomes data, and other information pertinent to operation and delivery of the program.
- L. A transition plan which will ensure all Participants and new referrals can seamlessly transition on July 1, 2022. All Bidders, including the current Contractor, shall describe the collaboration, steps, and timeline for transition of services, if applicable.

#### **1.3.1.3 Case Management**

- A. As part of the eligibility determination process in 1.3.1.1, accurately document eligibility determination for all applicants, including those determined eligible and ineligible. Maintain a record of eligibility in the Participant case record. A Notice of Decision shall be provided to eligible and ineligible applicants on an Agency approved form. Provide documentation and participate at the request of the Agency, in the event of an appeal.
- B. Provide Core Services Participants at least two face-to-face Participant meetings per calendar month, which are at least 30 minutes each. Extended Services and Pre-Aftercare Services Participants may be seen less frequently.
- C. Assist Participants with finding and maintaining a safe and stable place to live. This includes connecting to the Iowa Aftercare Rent Subsidy Program, Fostering Youth to Independence, or other housing resources.
- D. Provide education and support in regard to Participant job readiness skills, job seeking, employment, job retention, eligibility for financial resources other than employment (such as SSI, scholarships, SNAP, or support from family), and/or participation in work training or educational program leading to employment.
- E. Provide education and support for the Participants to find and build positive personal relationships with adults in the community, including family support, healthy marriage education, as appropriate, and mentoring.
- F. Practice a form of Relationship Mapping to help the youth identify relationships. The Contractor shall demonstrate the will and ability to help youth who desire to reconnect safely with kin, with whom they may be estranged or disconnected.
- G. Assist Participants with avoidance of high-risk behaviors.
- H. Make referrals and provide guidance to Participants for access to needed physical and mental health services, including health insurance information, knowledge of medication needs, and ability to access health resources.
- I. Link Participants to appropriate community resources to assist in achievement of Self-Sufficiency.
- J. Provide Participants Life Skills Training to assist in achievement of Self-Sufficiency and evaluate performance.

- K. Assist Participants with locating or obtaining essential documents, such as birth certificate, social security card, medical/education records, etc.
- L. Conduct other activities identified in the Self-Sufficiency Plan.
- M. Develop and implement procedures for Participant grievances. Participants have the right to appeal adverse decisions made by the Agency or the Contractor, which shall be provided in the Agency approved Notice of Decision document.

#### **1.3.1.4 Data Collection and Reporting**

- A. Create and administer an Agency approved Participant survey, to collect Participant satisfaction and data required for the annual program progress report in Deliverables Section 1.3.1.4 B and Performance Measures indicated in Section 1.3.2. Report results to the Agency at least annually.
- B. Implement necessary data collection and submit written annual program progress reports within sixty (60) calendar days of the close of the state fiscal year. The report shall include core client outcome data including, but not limited to, the following data elements:
  - a. Percentage of Participants who are employed part-time or full-time.
  - b. Percentage of Participants who have resources to meet their living expenses.
  - c. Percentage of Participants who have a safe and stable place to live.
  - d. Percentage of Participants who attain educational goals.
  - e. Percentage of Participants who have positive personal relationships with adults in the community.
  - f. Percentage of Participants who avoid involvement with high-risk behaviors.
  - g. Percentage of Participants who are able to access needed physical and mental health services.
  - h. Percentage of Participants who have essential documents, such as birth certificate, social security card, medical/education records, etc.
  - i. Percentage of participants who remain engaged through to a planned exit.
  - j. Results of an Agency-approved youth survey, completed by at least 90% of the program Participants.
  - k. Items indicated in 1.3.2 Performance Measures.
- C. Submit semi-annual program progress reports within thirty (30) calendar days of the end of each six (6) month period. The semi-annual reports shall describe evaluation and measurement of program performance and effectiveness, etc., as related to Section 1.3.1 Deliverables.
- D. Collect and quarterly report to the Agency the services provided to Aftercare Participants in compliance with the National Youth in Transition Database (NYTD) data elements as defined in 45 C.F.R. § 1356.83(c) Data Elements for Served Youth. Data shall be delivered to the Agency, in an Agency-approved format, using a State identification number for each youth supplied by the Agency. A link to NYTD information is in Section 2.4 Online Resources.
- E. Submit raw data gathered in an Agency-approved format, upon Agency request.

#### **1.3.1.5 Committee and Agency Sponsored Meetings.**

- A. Participate in Local Transition Committees (Iowa Code 235.7) as requested by the Agency.
- B. Develop and implement a comprehensive ongoing outreach/advocacy program to expand Agency, Juvenile Court Services, and community awareness of and access to the program and other community resources.
- C. Conduct a quarterly collaboration meeting, either by phone or virtually, consisting of Agency and Contractor (informed to pool resources and jointly plan, implement, and evaluate new services and procedures to most effectively and efficiently meet the needs of program Participants).

#### **1.3.1.6 Education and Experience**

- A. Ensure all staff who work directly with participants are screened, receive background checks, using Iowa Single Contact Repository (SING) at:  
[https://ocio.iowa.gov/sites/default/files/documents/2020/02/sing\\_request\\_for\\_access\\_feb\\_2020.pdf](https://ocio.iowa.gov/sites/default/files/documents/2020/02/sing_request_for_access_feb_2020.pdf).  
The Contractor shall not employ any person or give any person direct volunteer responsibility for a child or access to a child when the child is alone if that person has a record of a criminal conviction or founded

child abuse report unless the department has evaluated the crime or abuse and determined that the crime or abuse does not merit prohibition of volunteering or employment.

- B. Ensure Case Managers have education and experience requirements meeting one or more of the following:
  - a. Graduation from an accredited four-year college or university with a bachelor's degree in social work from a program accredited by the council on social work education.
  - b. Graduation from an accredited four-year college or university with a bachelor's degree in a human service field related to social work and the equivalent of two years of full-time experience in social work or experience in the delivery of human services in a public or private agency.
  - c. Graduation from an accredited four-year college or university with a master's degree in social work or related human service field.

#### **1.3.1.7 Fiscal and Claiming**

- A. Submit monthly expenditure payment reports to the Agency within thirty (30) calendar days from the end of the prior month. Reports shall be submitted in an Agency approved format and shall include information the Contractor is required to maintain as described in this section and as the Agency may request, and as is necessary to reconcile the records of the Agency with the records of the Contractor.
- B. Perform fiscal implementation and administration of funds issued to youth directly in an expeditious manner and account for all program expenditures. Responsibilities include, but are not limited to, administering Vendor Payments and the PAL stipend. Complete and submit any 1099 reports as required by federal or State law or regulation.
- C. For each payment made as directed by the Agency, maintain accounting records that at a minimum include the following:
  - a. The name and mailing address of the payee.
  - b. The amount of the payment.
  - c. The check number or other unique identifier for the payment.
  - d. Accounting records shall include running balances for:
    - i. The cumulative amount of payments issued.
    - ii. The cumulative amount of returned payments reissued.
    - iii. The cumulative amount of all payments canceled for any reason.

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

The Contractor shall direct its efforts at achieving and evaluating the following outcomes, which shall be measured and reported by offering an opportunity to complete the survey to all exiting Participants. The Contractor shall document and report in the annual program progress report the results, including the number who declined.

- A. Outcomes:
  - a. At least 80 % of Participants will have resources to meet their living expenses, as measured by a youth survey, exit interview completed with youth, or justifiable case manager report at exit.
  - b. At least 90 % of Participants will have a safe and stable place to live, as measured by a youth survey, exit interview completed with youth, or justifiable case manager report at exit.
  - c. At least 90 % of Participants will, by self-report, have positive personal relationships with at least one adult in the community, as measured by a youth survey, exit interview completed with youth, or justifiable case manager report at exit.
- B. The Contractor shall be accountable for and meet the Performance Measures listed below that have been developed to measure outcomes and evaluate quality performance and effectiveness of fiscal services (these measures are excluded from performance payments):
  - a. Maintain 100% accurate accounting of funds received from the Agency and Disbursed on a monthly basis.

- b. Maintain 100% participation in any monthly, quarterly, semi-annual, and annual reviews with the Agency representative.
- c. Issue Disbursements as directed, within ten (10) business days from the date the Contractor receives written or electronic notification from the Agency.

**1.3.3 Agency Responsibilities.**

- A. The Agency will refer eligible youth to the Iowa Aftercare Services Program, timely, to bridge the transition from foster care to Aftercare services.
- B. The Agency will provide foster care data to assist the Iowa Aftercare Program to identify eligible youth.

**1.3.4 Contract Payment Methodology.**

Contractor will submit monthly claims for all services delivered within 60 days of the end of the calendar month services are delivered, unless otherwise directed by the Agency. Not all activities included in the Scope of Work will be delivered every month; however, all activities shall ultimately be provided during the Contract period, to the satisfaction of the Agency. Claims for Aftercare basic, Pre-Aftercare Services, Extended Services, and PAL will provide clear designations to separate funding for STS/detention vs. all other youth.

Ensure fiscal management implementation and administration of the program is completed in an expeditious manner and accounts for all program expenditures. The Contractor shall be accountable for and meet the performance standards listed below that have been developed to measure outcomes and evaluate quality performance and effectiveness of services:

- a) Payments shall be made only to those individuals, vendors, businesses, or other entities who have satisfactorily completed the agreed upon services.
- b) Payments shall only be made in a manner directed by Agency personnel.
- c) Records of receipts and disbursements for funds under this contract shall be maintained in sufficient detail to make required reports to the Agency and to facilitate reconciling with their records.

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

### ***2.1 Issuing Officer.***

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

Melanie Mathes  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
Phone: 515-281-6461  
mmathes@dhs.state.ia.us

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

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

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

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

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

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

Iowa Aftercare Services Program Administrative Rule:  
<https://www.legis.iowa.gov/docs/iac/chapter/06-30-2021.441.187.rtf>  
Iowa National Youth in Transition Database (NYTD):  
<https://humanrights.iowa.gov/cjpp/nytd-national-youth-transition-database>

### ***2.5 Intent to Bid.***

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

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

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

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

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 the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

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

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

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

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

- The Issuing 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's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

#### **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, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); 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 checks and background investigations (hereafter, "Investigations") of the Bidder and the Bidder's officers, directors, shareholders, partners, and managerial and supervisory personnel involved in the performance of the Contract. The Agency's right to perform such Investigations also extends to the Bidder's staff, agents, or subcontractors who may have direct contact with the Agency's clients or those that may provide services for the Agency's clients. By submitting its Proposal, the Bidder hereby explicitly authorizes the Agency to conduct such Investigations. These Investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who may have direct contact with the Agency's clients or may provide services for the Agency's clients. Upon the Agency's request, the Bidder shall fully cooperate with the Agency in obtaining authorizations on Agency forms and any required waivers or releases in a timely manner. The Agency may determine, in its sole discretion, to either not award or not enter into a contract with a bidder, or to terminate a subsequent contract, based on the results of these Investigations.

***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.***

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

***2.25 Acceptance Period.***

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

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

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

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Human Services  
Hoover State Office Building, 1<sup>st</sup> Floor  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be emailed or

delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

***2.27 Definition of Contract.***

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

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

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

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

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

***2.30 Exclusivity.***

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

***2.31 No Minimum Guaranteed.***

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

***2.32 Use of Subcontractors.***

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

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

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

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

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

#### 3.1 Bid Proposal Formatting.

Subject	Specifications
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 200 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>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original." The Technical and Cost Proposal must be packaged separately.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.
<b>USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit two (2) flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and one (1) flash drive of the Cost Proposal, with a copy identical to the content of the original hard copy of the Cost Proposal.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy" and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to 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.</li> </ul>

Subject	Specifications
	<ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The transmittal letter may not be marked confidential.</li> <li>• The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<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 Approach to Meeting Deliverables.**

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

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

**Information Bidders Must Submit That is Specific to This RFP.**

The Agency is requesting the following information in addition to the contents immediately above. Include in the proposal the following:

1. A plan for clinical support to case managers and a resume for each clinician, described in Section 1.3.1.2.D.
2. A detailed training plan for case managers and supervisors, as described in Section 1.3.1.2.E.
3. A sample youth survey, as described in 1.3.1.4.A.
4. A transition plan which will ensure all Participants can seamlessly transition on July 1, 2022, as described in Section 1.3.1.2.L.

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

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

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

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work;
- E. Start and end dates of contract for services as originally entered into between the parties;
- F. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- G. Contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
- K. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- L. Contact information for the client's project manager including address, telephone number, and email address.

**3.2.4.3** Letters of reference 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 Reserved. (Names and Credentials of Key Corporate Personnel)**

**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. Fully complete and return these forms behind Tab 6:

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

**3.2.7 Financial Statements.**

The Bidder shall submit two (2) complete hard copies and one (1) USB flash drive containing an electronic copy of audited financial statements from independent auditors for the last three (3) years. Entities not required to have audited financial statements may submit CPA-prepared unaudited financial statements. Hard copies should be submitted in a separate binder from the Technical and Cost proposals.

**3.3 Cost Proposal.**

**Pricing Restrictions.**

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP, as follows:

- Administrative Costs for funds directed to youth (including but not limited to vendor payments, start-up funds, extended services allowance and PAL funds) may not exceed 8%, including Administrative Costs incurred by any and all subcontractors.
- Administrative costs not included above cannot exceed 15% of the total contract amount. For the purposes of this subsection, “Administrative Costs” means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

Payment for direct services is based on a monthly payment per Participant, as follows:

Pre-Aftercare Services: Pre-Aftercare Services may be claimed at up to \$50 per hour with a maximum of ten hours per child.

Core Services; One Substantial Contact is paid at up to \$200. No more than two may be paid per youth/per month.

Extended Services: One Substantial Contact is paid at up to \$200. No more than one may be paid per youth/per month.

#### **Contract Budget.**

The maximum Contract amount shall not exceed \$4,928,510 for each one year period, and shall not exceed \$29,571,060 for the life of the Contract, including the initial term and all extensions.

The Contractor shall be paid upon completion of activities detailed under section 1.3, Deliverables.

The Contractor may also receive an incentive payment for achieving targets set forth in Section 1.3.2, Performance Measures. Performance-based pay is contingent upon results achieved and are disbursed after Agency review and Acceptance. The maximum incentive payment shall not exceed 3% of the Maximum annual claims, less funds directed to youth. Performance payments are included in the max Contract amount.

#### **Content and Format.**

The Bidder shall provide the following information in the Cost Proposal:

The Bidder’s Annual Iowa Aftercare Program Budget shall be submitted using the pricing worksheet set forth in Attachment F of this RFP.

## **Section 4 Evaluation Of Bid Proposals**

### ***4.1 Introduction.***

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

### ***4.2 Evaluation Committee.***

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

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

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



#### **4.4 Scoring of Financial Statements**

When scoring Section 3.2.7, Financial Statements, the evaluation committee will consider the Bidders financial ability to make direct payments to youth, without the need for an advance payment from the Agency, when 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>
Eligibility Determination (Section 1.3.1.1)	50	--	200
Plan Develop and Implement (Section 1.3.1.2)	100	--	400
Case Management (Section 1.3.1.3)	150	--	600
Data Collection and Reporting (Section 1.3.1.4)	75	--	300
Committee and Agency Sponsored Meetings (Section 1.3.1.5)	50	--	200

Education and Experience (Section 1.3.1.6)	50	--	200
Fiscal and Claiming (Section 1.3.1.7)	100	--	400
Information Specific to this RFP (Section 3.2.3)	200	--	800
Bidders Experience (Section 3.2.4)	150	--	600
Personnel (Section 3.2.5)	100	--	400
Financial Statements (Section 3.2.7)	25	--	100

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 500**

**Total Points Possible for Technical and Cost Proposals: 4700**

***4.5 Recommendation of the Evaluation Committee.***

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
Primary Bidder Detail	
<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)

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

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

### PRIMARY BIDDER CERTIFICATIONS

**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>	



**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. Annual Aftercare Program Budget Template

### Attachment: Sample Contract

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

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

## CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS-23-002	<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> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<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> ISPO-21-64
<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 Agency Responsibilities.**

1. DHS will refer eligible youth to the Iowa Aftercare Services Program, timely, to bridge the transition from foster care to Aftercare services.

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

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  1. Review Aftercare Services Program semi-annual progress reports.
  2. Review Aftercare Services Program annual outcome reports.
  3. Provide annual Aftercare Services Program site visits to evaluate program quality and contract compliance.
  4. Review billing invoices monthly, including review of monthly fiscal disbursements. Participate in periodic program meetings and trainings as appropriate.
  5. Review Baseline Population monthly billing invoices.
  6. Review Baseline Population monthly data submissions.
  7. Monitor Baseline Population data submissions to ensure NYTD compliance.
  8. Monitor population data submissions to ensure Agency file submission standards are met
  9. Review Follow-up Population monthly billing invoices.
  10. Review Follow-up Population monthly data submissions.
  11. Monitor Follow-up Population data submissions to ensure NYTD compliance.
  12. Monitor Follow-up Population data submissions to ensure Agency file submission standards are met.
  13. Provide annual Program site visits to ensure Baseline Population and Follow-up Population data collection is valid, monitor monthly claims, and ensure accuracy of the data supplied to the Agency.

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

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

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

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

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

**1.3.5 Contract Payment Clause.**

**1.3.5.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:  
*{To be completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

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

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

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

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

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

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

**1.3.5.7 Travel Expenses.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

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

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

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

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

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

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

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

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

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

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

**1.6 Reserved. (Labor Standards Provisions.)**

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

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

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

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

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

<b>Contract Payments include Federal Funds?</b> Yes <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?</b> Yes	<b>Contractor a Qualified Service Organization?</b> Yes
<b>Contractor subject to Iowa Code Chapter 8F?</b> Unknown	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</b> No