

Iowa Department of Human Services



Medicaid Enterprise

**Cost and Quality Performance Evaluation
REQUEST FOR PROPOSAL**

MED-07-024

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RFP Table of Contents

Section 1	<u>Introduction</u>	
1.1	Purpose	5
1.2	Background Information	5
Section 2	<u>Administrative Information</u>	
2.1	Issuing Officer	7
2.2	Restriction on Communication	7
2.3	Downloading the RFP from the Internet.....	7
2.4	Procurement Timetable	7
2.5	Resource Room.....	8
2.6	Letters of Intent to Bid.....	8
2.7	Questions, Requests for Clarification and Suggested Change	8
2.8	Amendment to the RFP, Bid Proposal, Withdrawal of Bid Proposal	9
2.9	Submission of Bid Proposals	9
2.10	Bid Proposal Opening	9
2.11	Cost of Preparing the Bid Proposal.....	9
2.12	Rejection of Bid Proposals.....	9
2.13	Disqualification.....	10
2.14	Non Material and Material Variances	10
2.15	Reference Checks	11
2.16	Information from Other Sources	11
2.17	Verification of Bid Proposal Contents.....	11
2.18	Criminal History and Background Investigation	11
2.19	Bid Proposal Clarification Process	11
2.20	Disposition of Bid Proposals	11
2.21	Public Records and Request for Confidential Treatment.....	11
2.22	Copyrights.....	12
2.23	Release of Claims	13
2.24	Presentations	13
2.25	Evaluation of Bid Proposals.....	13
2.26	Notice of Intent to Award	13
2.27	Acceptance Period	13
2.28	Review of Award Decision.....	13
2.29	Definition of Contract.....	14

2.30	Choice of Law and Forum	14
2.31	Restrictions on Gifts and Activities	14
2.32	No Minimum Guaranteed	14
Section 3	<u>Service Requirements</u>	
3.1	Introduction.....	15
3.2	Scope of Work	15
3.3	Deliverables	16
3.4	Performance Measures.....	16
Section 4	<u>Format and Content of Bid Proposals</u>	
4.1	Instructions.....	17
4.2	Technical Proposal.....	18
4.2.1	Transmittal Letter	18
4.2.2	Mandatory Requirements Checklist.....	19
4.2.3	Table of Contents.....	19
4.2.4	Executive Summary	19
4.2.5	Background Information.....	20
4.2.6	Service Requirements	20
4.2.7	Experience	21
4.2.8	Personnel.....	21
4.2.9	Financial Information	22
4.2.10	Terminations, Litigation, and Investigation.....	22
4.2.11	Acceptance of Terms and Conditions	22
4.2.12	Proposal Certification	23
4.2.13	Certification of Independence and No Conflict of Interest.....	23
4.2.14	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.....	23
4.2.15	Certification Regarding Registration, Collection and Remission of State Sales and Use Tax	23
4.2.16	Authorization to Release Information.....	23
4.2.17	Certification of Compliance with Pro-Children Act of 1994.....	23
4.2.18	Certification Regarding Lobbying	23
4.2.19	Business Associate Agreement (BAA).....	24

4.2.20	Proposal Certification of Available Resources	24
4.2.21	Firm Bid Proposal Terms.....	24
4.2.22	Bid Proposal Security	24
4.3	Cost Proposal	24
Section 5	<u>Evaluation of Bid Proposal</u>	
5.1	Introduction	25
5.2	Evaluation Committee	25
5.3	Mandatory Requirements for Proposals.....	25
5.4	Scoring of Bidder Technical and Cost Proposals.....	25
5.4.1	Independent Evaluation of Technical Proposals.....	25
5.4.2	Evaluation Criteria and Assigned Points for Technical Proposal	26
5.4.3	Scoring of Bidder Cost Proposals	27
5.4.4	Technical and Cost Proposals Combined	27
5.5	Recommendation of Evaluation Committee to the State Medicaid Director.....	28
Section 6	<u>Contract Terms and Conditions</u>	
6.1	Contract Terms and Conditions	29

Attachments

Section 1 Introduction

1.1 Purpose

Iowa Code § 249J.15(17) imposes on the Iowa Department of Human Services the obligation to contract with an independent consulting firm to:

1. Annually evaluate and compare the cost and quality of care provided by the medical assistance program and through the expansion population with the cost and quality of care available through private insurance and managed care organizations doing business in the state.
2. Annually evaluate the improvements by the medical assistance program and the expansion population in the cost and quality of services provided to Iowans over the cost and quality of care provided in the prior year.

This Request for Proposal (“RFP”) seeks to solicit proposals from qualified service providers to achieve the legislative mandate. The RFP is designed to provide interested bidders with sufficient information to submit bids meeting minimum requirements, but it is not intended to limit a bid’s content or to exclude any relevant or essential data. Bidders are encouraged to expand upon the specifications to further highlight their service capability as it relates to this RFP. The Department intends to award a three (3) year contract beginning on July 1, 2007 and ending on June 30, 2010, with up to three (3) additional one (1) year extensions at the sole discretion of the Department. Any contract resulting from the RFP shall not be an exclusive contract.

1.2 Background Information

This RFP is designed to provide bidders with the information necessary for the preparation of competitive bid proposals. The RFP process is for the Department’s benefit and is intended to provide the Department with competitive information to assist in the selection process. It is not intended to be comprehensive. Each bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal. The Department adheres to all applicable federal and state laws, rules, and regulations when entering into a contract for services.

1.2.1 General Information

Historically the Department administered the state Medicaid program through the use of a fiscal agent, which provided daily administration of the state Medicaid program. As of 2005, the Department took back direct daily operations of the Medicaid program. After extensive research and planning and a lengthy RFP process, the Department entered into a series of contracts with vendors to provide services in defined areas of expertise, including:

- Medical Services
- Pharmacy Medical
- Pharmacy Point-of-Sale (POS)
- Member Services
- Provider Cost Audit/Ratesetting
- Surveillance and Utilization Review (SURS)
- Data Warehouse / Decision Support Systems
- Core (Claims Processing, Mailroom, Workflow & MMIS)

- Provider Services
- Revenue Collection
- Policy

These vendors, representing the “best of breed” in their areas of expertise, are co-located with Department staff at the Iowa Medicaid Enterprise (“IME”) facility on the south side of Des Moines, IA. The IME became operational on June 30, 2005 and the Centers for Medicare and Medicaid Services certified the IME’s Medicaid Management Information System (“MMIS”) after an on-site inspection in February of 2006.

Each of the functional areas within the IME are the product of a separate and unique contract that outlines numerous performance measures and goals that are tied to operations and continued contract development. All of the functional areas are interrelated and interoperable. Data is shared among the IME units freely and without barriers so that each unit operates with maximum efficiency.

To avoid any potential conflict of interest, the Department will not accept bid proposals from current IME contractors.

1.2.2 Data Sources

The IME maintains numerous data structures to effectively operate the Medicaid program, including separate Medicaid eligibility files, Medicaid claims data, Medicaid provider files, Pharmacy Point of Sale files, and historic data structures that are held in the IME’s Data Warehouse. Information about the types of data elements found in the claims file can be found in Attachment A and will be made available as part of the Bidder’s Library. The file layouts may be obtained prior to pursuing development of a response to this RFP by reviewing the posting on the IME web page at <http://www.ime.state.ia.us/>

All such data will be made available to the ultimate contractor, and the contractor will be responsible for developing the available data into a format that will allow the contractor to create acceptable comparisons called for in the relevant legislation so that reasonable comparisons can be made and replicated in the future using the developed models.

The successful bidder will need to specify in its bid proposal any methodologies that will be used to gather, compile and interpret the data to satisfy the legislative requirements.

Prospective bidders are also reminded that the IME is a rapidly evolving organization. The successful bidder must be prepared to accept data from sources that are moving from the standard MMIS to web-based platforms and other applications being developed. Over the life of the contract, it is anticipated that data structures within the IME will change. The bidder’s response to this RFP must provide assurance of the commitment to adapting to these changes.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful bidder.

**Jo Ann Cowger, Issuing Officer
Iowa Department of Human Services
Iowa Medicaid Enterprise
100 Army Post Road
Des Moines, Iowa 50315
515-725-1111**

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful bidder, bidders may contact only the Issuing Officer or her designee, Joanne Rockey at 515-725-1212. The Issuing Officer will respond only to questions regarding the procurement process. Bidders shall be disqualified if they contact any state employee other than the Issuing Officer regarding this RFP.

2.3 Downloading the RFP from the Internet

If the bidder obtained this RFP on the Internet from the Department of Administrative Services/Information Technology Enterprise website directly or by link from the Department of Human Service's home page prior to submitting a letter of intent to bid, the bidder will not automatically receive amendments that may be made to the RFP. All amendments will be posted at <http://eservices.iowa.gov/rfp/>. The bidder is advised to check the web page periodically for any amendments to this RFP, particularly if the RFP was originally downloaded from the Internet. Bidders downloading the RFP from the Internet may not automatically receive amendments. Bidders who received this RFP as a result of a written request to the Department will automatically receive amendments.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Department reserves the right to change the dates.

Notice of Intent to Issue RFP.....	12/01/06
Issue RFP.....	12/20/06
Resource Room Available.....	01/03/07
Letters of Intent.....	01/19/07
Questions Due.....	01/23/07

Response to Questions Issued.....	02/06/07
Closing Date for Receipt of Bid Proposals and Amendment to Bid Proposals.....	04/02/07
Announce Apparent Successful Bidder	05/01/07
Completion of Contract Negotiations and Execution of the Contract	06/01/07
Begin Contract	07/02/07

2.5 Resource Room

A resource room will be available, by appointment only, for potential bidders to review material relevant to the RFP on business days from January 3, 2007 through April 1, 2007 during the hours of 8:00 a.m. to 3:30 p.m., Central Time. Bidders should contact the Issuing Officer Resource Room designee, Joanne Rockey, by phone at (515) 725-1212 or by fax at (515) 725-1010 to schedule an appointment. See Attachment L for a list of materials that will be provided in the Resource Room.

2.6 Letters of Intent to Bid

A letter of intent to bid must be mailed, sent via delivery service or hand delivered by the bidder or the bidder’s representative to the Issuing Officer and received by 3:00 p.m., Central Time, January 19, 2007. The letter of intent to bid must include the bidder’s name, mailing address, electronic mail address, fax number, telephone number, a statement of intent to bid for the IME Cost and Quality Performance Evaluation contract, and an authorizing signature. Electronic mail and faxed letters of intent to bid will not be accepted.

Submitting a letter of intent to bid is a mandatory requirement to submit a bid proposal and to ensure receipt of written responses to bidders’ questions and amendments to the RFP. Failure to submit a letter of intent by the deadline specified will result in the rejection of the bidder's bid proposal.

2.7 Questions, Requests for Clarification and Suggested Changes

Bidders are invited to submit written questions and requests for clarifications regarding the RFP. Bidders may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before 3:00 p.m., Central Time, January 23, 2007. Questions submitted via US Mail must be marked “Do Not Scan” on the envelope. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before February 6, 2007 to bidders who have submitted a letter of intent by the required date. The bidder shall acknowledge receipt of the Department’s responses in its proposal. The Department’s written responses will be considered part of the RFP. If the Department decides to adopt a suggested change, the Department will issue an amendment to the RFP.

The Department assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. Any ambiguity regarding this RFP must be addressed through this question and answer process. Bidders are not permitted to include assumptions in their bid proposals.

2.8 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

The Department reserves the right to amend the RFP at any time. The bidder shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Department may, in its sole discretion, allow bidders to amend their bid proposals if necessary.

The bidder may amend its bid proposal. The amendment must be in writing and signed by the bidder. The Issuing Officer must receive the amendment by the deadline for submitting proposals. Electronic mail and faxed amendments will not be accepted.

The bidder may withdraw its bid proposal prior to the closing date for receipt of bid proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

2.9 Submission of Bid Proposals

The bid proposal must be received by the Issuing Officer before 3:00 p.m., Central Time, April 2, 2007. This mandatory requirement will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the bidder. Bidders mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the bidder's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal by the Department. Electronic mail and faxed bid proposals will not be accepted.

2.10 Bid Proposal Opening

The Bid Proposal opening is an informal process. To the extent permitted by law, the Bid Proposals will remain confidential until the Evaluation Committee has reviewed all of the Bid Proposals submitted in response to this RFP and the Department has completed contract negotiations. Unless mandated by law, information regarding submitted Bid Proposals will only be disseminated after the Department has entered in a contract with the selected bidder.

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 Department 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 Department to award a contract.

2.13 Disqualification

The Department reserves the right to reject outright and not evaluate proposals for any one of the following reasons:

- 2.13.1** The bidder fails to deliver the bid proposal by the due date and time.
- 2.13.2** The bidder fails to deliver the cost proposal in a separate envelope.
- 2.13.3** The bidder states that a service requirement cannot be met.
- 2.13.4** The bidder's response materially changes a service requirement.
- 2.13.5** The bidder's response limits the rights of the Department.
- 2.13.6** The bidder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient.
- 2.13.7** The bidder fails to respond to the Department's request for information, documents, or references.
- 2.13.8** The bidder fails to include a bid proposal security.
- 2.13.9** The bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
- 2.13.10** The bidder fails to comply with other mandatory requirements of this RFP.
- 2.13.11** The bidder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 2.13.12** The bidder initiates unauthorized contact regarding the RFP with state employees.
- 2.13.13** The bidder provides misleading or inaccurate responses.
- 2.13.14** The bidder includes assumptions in its Bid Proposal.

2.14 Nonmaterial and Material Variances

The Department reserves the right to waive or permit cure of nonmaterial variances in the bid proposal's form and content providing, in the judgment of the Department, such action is in the best interest of the Department. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other bidders; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder is

awarded the contract. The determination of materiality is in the sole discretion of the Department.

2.15 Reference Checks

The Department reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.16 Information From Other Sources

The Department 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.

2.17 Verification of Bid Proposal Contents

The contents of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.18 Criminal History and Background Investigation

The Department reserves the right to conduct criminal history and other background investigation of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the contract.

2.19 Bid Proposal Clarification Process

The Department 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 Department within the time stipulated at the occasion of the request.

2.20 Disposition of Bid Proposals

All bid proposals become the property of the Department and shall not be returned to the bidder unless all bid proposals are rejected or the RFP is cancelled. At the conclusion of the selection process, 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.

2.21 Public Records and Request for Confidential Treatment

All information submitted by a bidder may be treated as public information by the Department 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. The Department's release of information is governed by Iowa Code Chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the bidder's bid proposal. In addition, the bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by the Department concerning the confidential status of the materials.

Any bid proposal submitted that contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential shall be deemed non-responsive and disqualify the bidder.

If the bidder designates any portion of the bid proposal as confidential, the bidder must submit one copy of the bid proposal from which the confidential information has been redacted. This redacted copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be redacted in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Department 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.

In the event the Department 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 Section 22.8 of the Iowa Code.

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

2.22 Copyrights

By submitting a bid proposal, the bidder agrees that the Department may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The bidder consents to such copying by submitting a bid proposal represents and warrants that such copying will not violate the rights of any third party. The Department shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

2.23 Release of Claims

By submitting a bid proposal, the bidder agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this RFP.

2.24 Presentations

Bidders may be required to make a presentation of the bid proposal. The presentation may occur at the Department's offices or at the offices of the bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Department. The presentation may include slides, graphics and other media selected by the bidder to illustrate the bidder's bid proposal. The presentation shall not materially change the information contained in the bid proposal.

2.25 Evaluation of Bid Proposals

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP.

2.26 Notice of Intent to Award

Notice of Intent to Award the contract will be sent by mail to all bidders submitting a timely bid proposal. The Notice of Intent to Award only provides notice to bidders and does not constitute the formation of a contract between the Department and the apparent successful bidder.

2.27 Acceptance Period

Negotiation and execution of the contract shall be completed no later than June 1, 2007. If the apparent successful bidder fails to negotiate and execute a contract, in its sole discretion, the Department may revoke the award and award the contract to a different bidder or withdraw the RFP.

The Department further reserves the right to cancel the award at any time prior to the execution of a written contract.

2.28 Review of Award Decision

Bidders may request review of the award decision by submitting a written appeal to:

Kevin Concannon, Director
Iowa Department of Human Services
Hoover State Office Building, 5th Floor
1305 East Walnut Street
Des Moines, IA 50319-0114
(515) 281-4597 FAX
<http://www.dhs.state.ia.us/forms/appealrequest.htm>

The Department must receive the written appeal within five (5) working days from the date the Notice of Intent to Award is issued. The written appeal may be mailed, faxed, e-mailed or delivered. The request to review the award decision must clearly and fully identify all issues being contested by reference to the page and section number of the Request for Proposal. The Director shall review the award decision based on the same information that was before the Evaluation Committee and the Division Administrator of Medical Services. An evidentiary hearing will not be conducted. The Director shall issue a written decision within ten (10) working days of receipt of the review request. The decision of the Director shall be final for purposes of Iowa Code Chapter 17A. A request to review the award decision shall not stay negotiations with the apparent successful bidder.

2.29 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 Department.

2.30 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the state of Iowa without giving effect to the conflicts of laws provisions thereof. Changes in applicable laws and rules may affect the award process or 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 in the appropriate Iowa forum.

2.31 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 are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.32 No Minimum Guaranteed

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

Section 3 Service Requirements

3.1 Introduction

The bidder should carefully consider the legislative mandate that provides the impetus for this RFP and in responding to the RFP should assure the Department and IME that the methodologies proposed will meet or exceed the legislature's goals. The IME will evaluate each proposal based on its ability to meet the legislative requirement and the consideration of the methodology that best describes the manner in which the data will be used to achieve a comparison between private sector quality markers and cost analyses and those found in the Medicaid data. Each bidder may suggest the methods and outputs that will best achieve the legislative intent. The evaluation of the bids may consider relevant suggestions that may then be incorporated into a final contract for the bidder selected as the contractor for this project.

Bidders must demonstrate and attest to the ability to accept data in the format developed and used by the IME. Bidders may develop computer access programs to access that data at its own expense.

Because the Department is asking for both assurance of minimum requirements found in legislation and for any additional suggestions that may be incorporated into a contract, the Department expects that bidders will qualify each bid so as to allow the Department to select the components of the bid that it believes will best meet the intended purpose. Bidders are reminded that a report to legislative committees and presentations of the actual work products may be necessary. The bidders should be prepared for such a presentation and be able to support its processes and findings in such a setting.

3.2 Scope of Work

- 3.2.1** Compare the cost and quality of services provided to Iowa Medicaid members to those cost and quality measures that are applicable to the private (commercial) insurance coverage groups within the State of Iowa. A proposal may offer to also compare the Iowa Medicaid program to national standards for Medicaid populations as a separate chapter in the final product.
- 3.2.2** Develop the comparison by member categories at a minimum, as follows:
 - a. Disabled individuals
 - 1. Children (age 20 and under)
 - 2. Adults (age 21 and over)
 - b. Pregnant women
 - c. Children
 - d. Adults
 - e. Adults with chronic diseases (diabetes, congestive heart failure (CHF), chronic obstructive pulmonary disease(COPD), asthma, etc)
 - f. Children with chronic diseases (diabetes, congestive heart failure (CHF), chronic obstructive pulmonary disease(COPD), asthma, etc)
- 3.2.3** Develop the comparison based on geographic areas as may be determined by the IME, such as DHS service areas. These may be found in the IME web site at www.IME.state.ia.us.
- 3.2.4** Develop the cost by aid type or category of assistance.

3.3 Deliverables

The successful bidder will be expected to deliver all reports required by this RFP and sufficient to meet the intent and spirit of the enabling legislation.

1. Development of an acceptable timeline for a work plan to achieve the goals of this RFP.
2. A work plan as prescribed in #1 above.
3. An outline for the reporting format suggested with a description of the methodology to be used to create the report.
4. A description of the proposed report for each category or other individual report that the contractor expects to develop for presentation to the Department.
5. A report methodology that is repeatable for any further time periods during which the Department may wish to apply that methodology for comparative purposes.
6. A final report to be submitted to the Department appropriately bound and also electronically and in a format acceptable to the Department.

3.4 Performance Measures

The contractor must meet all measures or timelines specified herein. The failure to deliver required components, services or products within the specified timelines or that are deemed unacceptable by the Department will result in 10% of the next payment to the contractor being withheld. This withheld portion may be paid to the contractor upon successful delivery of the component, service or product but such payment will be at the sole discretion of the Department.

1. The work plan must be developed, delivered to the Department and approved by the Department within thirty (30) days of the implementation of the contract.
2. The work plan must have a timeline associated with each activity which will clearly allow the contractor to meet timelines for component, service or product delivery as required within this document or the contract.
3. The reporting format suggestions must be submitted to the Department by the first Monday in November for each contract year.
4. The contractor shall develop the methodology for creating the final report (including documentation, statistical representations, layout and graphics) by the first Wednesday in January of each contract year.

Section 4 Format and Content of Bid Proposals

These instructions prescribe the format and content of the bid proposal and are designed to facilitate the submission of a bid proposal that is easy to understand and evaluate. Failure to adhere to the proposal format shall result in disqualification of the bid proposal.

4.1 Instructions

- 4.1.1** The bid proposal shall be typewritten on 8.5" x 11" paper (two sided).
- 4.1.2** The bid proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be placed in separate envelopes. The entire bid proposal shall be sealed in another envelope (or a box if necessary to accommodate the size of the bid proposal). If the Technical Proposal is in multiple volumes, the volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Title
Issuing Officer Name
Department's Address
Bidder's Name and Address
- 4.1.3** The Technical Proposal and Cost Proposal materials shall be presented in a spiral binder, comb binder, or similar binder separate from the sealed Cost Proposal. Proposals received in 3-ring/loose-leaf binders will not be accepted and will be returned without evaluation.
- 4.1.4** One (1) original and eight (8) copies of the bid proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer. The envelope containing the original bid proposal shall be labeled "original" and each envelope containing a copy of the bid proposal shall be labeled "copy."
- 4.1.5** The bidder must also submit two (2) electronic copies of the bid proposal with all documents in Microsoft Office or Adobe PDF format. Each electronic copy shall be submitted on CD-ROM.
- 4.1.6** If the bidder designates any information in its bid proposal as confidential, the bidder must also submit one (1) copy of the bid proposal from which confidential information has been redacted. The confidential material must be redacted in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible. In addition, the redacted version must be submitted both hardcopy and CD-ROM and marked redacted.
- 4.1.7** Bid proposals must respond to RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the restated requirement.

4.1.8 Bid proposals shall not contain promotional or display materials.

4.1.9 Attachments shall be referenced in the bid proposal.

4.1.10 If a bidder proposes more than one method of meeting these requirements, each should be labeled and submitted separately. Each will be evaluated separately.

4.2 Technical Proposal

The Technical Proposal shall consist of the following documents and responses in the order given below:

4.2.1 Transmittal Letter

An individual authorized to legally bind the bidder shall produce and sign a Transmittal Letter on official business letterhead. A photocopy of the Transmittal Letter shall be included in each copy of the Technical Proposal. The Transmittal Letter shall include:

- 1). The bidder's mailing address;
- 2). Electronic mail address, fax number, and telephone number for both the authorized signer and the point of contact designated by the bidder;
- 3). A statement indicating that the bidder is a corporation or other legal entity;
- 4). A statement confirming that the prime contractor is registered to do business in Iowa and providing the corporate charter number and assurances that any subcontractor proposed is also licensed to work in Iowa;
- 5). A statement identifying the bidder's Federal Tax Identification Number;
- 6). A statement that the bidder will comply with all Contract Terms and Conditions as indicated by Section 6 of this RFP;
- 7). A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal;
- 8). A statement of affirmative action that 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;
- 9). A statement that no cost or pricing information has been included in this letter or the Technical Proposal;
- 10). A statement identifying all amendments to this RFP issued by the state and received by the bidder. If no amendments have been received, a statement to that effect shall be included;
- 11). A statement that the bidder certifies in connection with this procurement that:
 - a.) The prices proposed have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor for the purpose of restricting competition; and

- b.) Unless otherwise required by law, the prices quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or to any competitor.

12). A statement that the person signing this proposal certifies that he/she is the person in the bidder's organization responsible for, or authorized to make, decisions regarding the prices quoted and that he/she has not participated, and will not participate, in any action contrary to item 11 above; and

13). If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor stating:

- a.) The identity of the subcontractor and a statement including the exact amount of work to be done by the prime contractor and each subcontractor;
- b.) The general scope of work to be performed by the subcontractor;
- c.) The subcontractor's willingness to perform the work indicated; and
- d.) The subcontractor's assertion that it does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex marital status, political affiliation, national origin, or handicap.

Any request for confidential treatment of information shall also be identified in the Transmittal Letter, as well as the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The Transmittal Letter shall also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information.

Transmittal Letters should be numbered in sequence with the remainder of the Technical Proposal.

4.2.2 Mandatory Requirements Checklist

The bidder shall submit with the bid proposal the document included as Attachment B in which the bidder will check each mandatory requirement it has met. The Department will make the final determination, however, whether the bid proposal meets the mandatory requirements.

4.2.3 Table of Contents

The bidder shall include a table of contents of its bid proposal.

4.2.4 Executive Summary

The bidder shall submit an executive summary that briefly reviews the strengths of the bidder and key features of its proposed approach to meet the requirements of this RFP.

4.2.5 Background Information

The bidder shall provide the following general background information:

- 4.2.5.1** Name, address, telephone number, fax number and e-mail address of the bidder including all d/b/a's or assumed names or other operating names of the bidder.
- 4.2.5.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 4.2.5.3** State of incorporation, state of formation, or state of organization.
- 4.2.5.4** Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the bidder's performance under the terms of this RFP.
- 4.2.5.5** Local office address and telephone number (if any).
- 4.2.5.6** Number of employees.
- 4.2.5.7** Type of business.
- 4.2.5.8** Name, address and telephone number of the bidder's representative to contact regarding all contractual and technical matters concerning this proposal.
- 4.2.5.9** Name, address and telephone number of the bidder's representative to contact regarding scheduling and other arrangements.
- 4.2.5.10** Identify the bidder's accounting firm.
- 4.2.5.11** The successful bidder will be required to register to do business in Iowa. If already registered, provide the date of the bidder's registration to do business in Iowa and the name of the bidder's registered agent.

4.2.6 Service Requirements

The bidder shall address each service requirement in Section 3 and explain how it plans to approach each requirement. 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. Bid proposals must be fully responsive to the service requirements in Section 3. Merely repeating the requirement will be considered non-responsive and disqualify the bidder. Bid proposals must identify any deviations from the requirements of this RFP the bidder cannot satisfy.

4.2.7 Experience

The bidder shall provide the following information regarding its experience:

- 4.2.7.1** Number of years in business.
- 4.2.7.2** Number of years experience with providing the types of services sought by the RFP.
- 4.2.7.3** Describe the level of technical experience in providing the types of services sought by the RFP.
- 4.2.7.4** List all services similar to those sought by this RFP that the bidder has provided to other businesses or governmental entities.
- 4.2.7.5** Identify if the services were timely provided and within budget.
- 4.2.7.6** Letters of reference from three (3) previous clients knowledgeable of the bidder's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

4.2.8 Personnel

The bidder shall provide the following information regarding its personnel.

- 4.2.8.1** Provide a table of organization. Illustrate the lines of authority. Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project. Also include key personnel who will be involved in providing services contemplated by this RFP.
- 4.2.8.2** Provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. The resumes must include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein.
- 4.2.8.3** Years of experience and employment history particularly as it relates to the scope of services specified here.
- 4.2.8.4** Provide the name and qualifications of any subcontractor that will be involved with this project. Describe the work and estimate the percent of total work the subcontractor will be performing.
- 4.2.8.5** Describe other contracts and projects currently undertaken by the bidder.

4.2.9 Financial Information

The bidder must provide the following financial information:

- 4.2.9.1** Submit audited financial statements (annual reports) for the last three (3) years.
- 4.2.9.2** Provide a minimum of three (3) financial references.

4.2.10 Termination, Litigation, and Investigation

The bidder must provide the following information:

- 4.2.10.1** During the last five (5) years, has the bidder had a contract for services terminated for any reason? If so, provide full details related to the termination.
- 4.2.10.2** During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason and the estimated cost of that incident to the bidder.
- 4.2.10.3** During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the bidder to perform the required services. The bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department.
- 4.2.10.4** During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the bidder on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

4.2.11 Acceptance of Terms and Conditions

The bidder shall specifically stipulate that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the bidder objects to any term or condition, the bidder must reference the RFP page and section number. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the bidder.

4.2.12 Proposal Certification

The bidder shall sign and submit with the bid proposal the document included as Attachment F in which the bidder shall certify that the contents of the bid proposal are true and accurate.

4.2.13 Certification of Independence and No Conflict of Interest

The bidder shall sign and submit with the bid proposal the document included as Attachment G in which the bidder shall certify that the bid proposal was developed independently. The bidder shall also certify that no relationship exists or will exist during the contract period between the bidder and the Department that interferes with fair competition or is a conflict of interest. The Department reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Department.

4.2.14 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

The bidder shall sign and submit with the bid proposal the document included as Attachment D in which the bidder shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department or agency.

4.2.15 Certification Regarding Registration, Collection and Remission of State Sales and Use Tax.

The bidder shall sign and submit with the bid proposal the document included as Attachment J.

4.2.16 Authorization to Release Information

The bidder shall sign and submit with the bid proposal the document included as Attachment H in which the bidder authorizes the release of information to the Department.

4.2.17 Certification of Compliance with Pro-Children Act of 1994

The bidder shall sign and submit with the bid proposal the document included as Attachment C.

4.2.18 Certification Regarding Lobbying

The bidder shall sign and submit with the bid proposal the document included as Attachment E.

4.2.19 Business Associate Agreement (BAA)

The bidder shall sign and submit with the bid proposal the document included as Attachment K.

4.2.20 Proposal Certification of Available Resources

The bidder shall sign and submit with the bid proposal the document included as Attachment I.

4.2.21 Firm Bid Proposal Terms

The bidder shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 120 days following the deadline for submitting proposals.

4.2.22 Bid Proposal Security

The bidder shall submit a bid bond, a certified or cashier's check, or an irrevocable letter of credit in favor or made payable to the Department in the amount of \$5,000, which shall guarantee the availability of the services as provided in the preceding subsection. If the bidder elects to use a bond, a surety licensed to do business in Iowa must issue the bond on a form acceptable to the Department. The bid proposal security shall be forfeited if the bidder chosen to receive the contract withdraws its bid proposal after the Department issues a Notice of Intent to Award, does not honor the terms offered in its bid proposal, or does not negotiate contract terms in good faith. Security submitted by bidders will be returned when the bid proposals expire, are rejected, or the Department enters into a contract with the successful bidder, whichever is earliest.

4.3 Cost Proposal

The Cost Proposal shall include the following:

The bidder shall provide pricing for the project as defined in Section 3 (Service Requirements). The bidder shall complete Attachment M, which identifies for each project section (3.2.1, 3.2.2, 3.2.3, 3.2.4), the methodology used to determine the price for each section. The price of each section must include the cost of any and all activities related to that deliverable. Prices must be inclusive of compensation, travel, overhead, and any other allowable costs.

Section 5 Evaluation of Bid Proposals

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefits to the Department. The evaluation process is designed to award the contract not necessarily to the bidder of least cost, but rather to the bidder with the best combination of attributes to perform the required services.

The evaluation process will ensure the selection of the best overall solution for the Iowa Medicaid Enterprise. The evaluation process will include the following components:

- Establish Evaluation Committee
- Evaluate Bid Proposal Mandatory Requirements from Checklist
- Evaluate and Score Technical Proposals
- Evaluate and Score Cost Proposals
- Proposal Ranking and Evaluation Committee Recommendation
- DHS Contract Award Decision by State Medicaid Director

The information that follows describes the components of, the activities conducted in, and the resultant product of the evaluation process.

5.2 Evaluation Committees

The Department intends to conduct a comprehensive, fair, and impartial evaluation of all Bid Proposals received in response to the award designated by this RFP. In making its award determinations, the Department will be represented by an Evaluation Committee. Five Subject Matter Experts from State and non-State staff have been assigned to the Committee.

5.3 Mandatory Requirements for Proposals

As part of its initial screening, all Bid Proposals submitted in response to this RFP will be assessed by DHS to assure that the mandatory submittal requirements for proposals have been satisfied. Any one mandatory requirement that is not met will cause a Bid Proposal to be declared non-responsive. The form for the Bid Proposal Mandatory Requirements Checklist is provided in this RFP as Attachment B.

5.4 Scoring of Bidder Technical and Cost Proposals

5.4.1 Independent Evaluation of Technical Proposals

The individual Evaluation Committee members will independently evaluate each proposal that passes the mandatory submittal criteria. Committee members will score each proposal using criteria established by DHS and according to the factors that are outlined below. The Committee will meet at the completion of their independent evaluation process to address any technical questions raised by their respective reviews and discuss the relative merits of each bidder's Bid Proposal. At the conclusion of this discussion, the Committee members may independently reevaluate and re-score any section of any proposal. After the final re-score, the Committee will average the bidder's scores for each section of the bidder's Technical Proposal in order to facilitate a composite and final Technical Proposal score for each bidder.

The Committee will review resumes of all key staff proposed by the vendor and may verify references. Reference checking may not be limited to those references supplied by the bidder.

5.4.2 Evaluation Criteria and Assigned Points for Technical Proposal

The evaluation of the Technical Proposal will have eight (8) sections. The maximum score is 1,200 based on the criteria of the following table.

EVALUATION CRITERIA	SUGGESTED POINTS
<p>Poor Response omits specific information on how the proposed solutions meet Iowa requirements or response describes requirements, but does not demonstrate an understanding of how the proposed systems modifications meets the unique Iowa environment. Response does not adequately describe the technological environment and/or does not specify the changes that will be required to the proposed system environments to meet Iowa requirements Response displays a lack of understanding of the system requirements and/or the potential risks. Description of the required system changes is cursory, and/or displays a lack of understanding of the risks.</p>	<p>0% - 40% of the available points</p>
<p>Adequate Response provides a clear and logical description of the proposed solutions and the specific changes required to all Medicaid related system environments in order to meet Iowa’s requirements including a plan for mitigating the risks.</p>	<p>40% - 60% of the available points</p>
<p>Good Response clearly describes how the proposed solutions meet the Iowa requirements, including the specific changes required. Proposed solutions provide integration of all Medicaid related components. Response describes the bidder’s assumptions and the risks it anticipates in system modifications, and provides plans to mitigate the risks. Response demonstrates a focus on quality in the development of the required system changes.</p>	<p>60% - 80% of the available points</p>
<p>Excellent Response demonstrates how the proposed solutions are tailored to fit Iowa’s unique environment and provides a detailed description of the required changes with a clear and logical description of how the changes will be made. Response describes the benefits of the proposed solution for Iowa and demonstrates awareness of the risks and provides a detailed plan for mitigating the risks. Response provides a solution that integrates all Medicaid related components and demonstrates that the proposed solution will provide a quality solution that meets all requirements.</p>	<p>80% - 100% of the available points</p>

The total scoring for the Technical Proposal portion of each RFP Component is divided as follows:

TECHNICAL SECTION	AVAILABLE POINTS	% ASSIGNED	SCORE
Executive Summary	75		
Overall Project Understanding	75		
Scope of Services	-		
Cost Comparison for Quality of Service (3.2.1)	175		
Comparison by Member Category (3.2.2)	175		
Comparison by Geographic Area (3.2.3)	175		
Comparison by Category of Assistance (3.2.4)	175		
Bidder Suggested Components (3.1) (See Attachment N)	50		
Corporate/Team Experience & Qualifications	300		
TECHNICAL SECTION TOTAL	1200		

5.4.3 Scoring of Bidder Cost Proposals

The bidder with the lowest price received will receive the maximum points. This is based on Section 3 – Scope of Work cost only. The bidder suggested component cost are not considered in the cost section scoring.

In order to calculate every other bidder’s score (other than the bidder who received maximum points) for each Cost Proposal will be divided into the corresponding value of the lowest bidder and then multiplied by the maximum points. The formula for each is expressed as follows:

$$\text{Bidder's Cost Score} = (\text{Lowest Cost} / \text{Bidder Cost}) \times \text{Maximum Points}$$

COST SECTION	AVAILABLE POINTS	% ASSIGNED	SCORE
Cost	600		

5.4.4 Technical and Cost Proposals Combined

Technical and Cost Proposal scores will be combined to establish a final score for each bidder. The maximum Total Score is 1,800 points. Proposals will be ranked according to total score in order to facilitate a recommendation from the Evaluation Committee

TOTAL SCORE = TECHNICAL SECTION TOTAL + COST SECTION	
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5.5 Recommendation of the Evaluation Committee to the State Medicaid Director

The Evaluation Committee will forward its findings and suggestions to the State Medicaid Director, who shall be responsible for making a decision of whether a contract should be awarded and to whom. The Medicaid Director's decision is final for purposes of Iowa Code Chapter 17A. DHS reserves the right to take any additional steps deemed necessary, which may include negotiations with the selected bidder(s).

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The contract terms attached hereto as Attachment P and the Special Contract Terms set forth below 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 complying with the RFP requirements and the resulting contract. Bidders should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the bidder's cost proposal.

By submitting a proposal, each bidder acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a bidder takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. In addition, the bid proposal should include separate cost proposals, thereby addressing the cost of the proposed revision. Though the Department agrees to consider such contract modifications, the Department may ultimately reject the proposed modification and associated cost proposal. Multiple changes to the contract language will require the submission of multiple cost proposals. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Department, in its sole discretion, resulting in possible disqualification of the proposal. The Department reserves the right to either award a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of the Department would be served.

SPECIAL CONTRACT TERMS

Section 1: Contract Purpose

The parties have entered into this Contract for the purpose of retaining the Contractor to provide: As described in Section 1, the purpose of this Contract is to 1) annually evaluate and compare the cost and quality of care provided by the medical assistance program and through the expansion population with the cost and quality of care available through private insurance and managed care organizations doing business in the state and 2) annually evaluate the improvements by the medical assistance program and the expansion population in the cost and quality of services provided to Iowans over the cost and quality of care provided in the prior year.

Section 2: Contract Contingencies

This Contract is subject to approval of the Centers for Medicare and Medicaid Services.

Section 3: Scope of Work

As defined in RFP Section 3.

Section 4: Payment:

The Contractor shall submit invoices for payment at the end of each month during the term of the Contract. The fixed price contract value shall be paid to Contractor as follows:

4.1 The Department cannot prepay for services. Therefore, Contractor shall be entitled to submit an invoice to the Department at the end of any month of service provided pursuant to this Contract. Each invoice shall be limited to one-twelfth of the full contract value for each full month of service provided pursuant to the Contract. For partial months of service, Contractor may only submit an invoice for the representative share of the month of service provided. (i.e., if the Contractor enters into the Contract on the 10th day of a 30-day month, the Contractor would be entitled to bill for two-thirds of one-twelfth of the Contract value for that month.

4.2 For all approved invoices, the Department will pay Contractor seventy-five percent (75%), subject to restrictions and limitations set forth in this Contract. The remaining twenty-five percent (25%) shall be held by the Department until the end of each state fiscal year and paid in accordance with Sections 5.3 and 5.4 below.

4.3 Following the end of each fiscal year, excluding the last year of the Contract, the Department will confirm receipt of all deliverables that are then due as required by the Contract. Upon such confirmation, the Department will release the sums being held, subject to other restrictions and limitations set forth in this Contract.

4.4 At the termination of this Contract, the Department will confirm receipt of all deliverables that are due as required by the Contract. Upon such confirmation and receipt of invoice from Contractor, the Department will pay to Contractor seventy-five percent (75%) of sums held, subject to other restrictions and limitations as set forth in this Contract. Once all deliverables have been received, the Contract has been fully transitioned, and the Contract has been fully closed out by the Department, Contractor shall be entitled to submit an invoice for any remaining sums held by the Department. The Department will pay an approved invoice for this final amount, subject to the restrictions and limitations set forth in this Contract.

4.5 The Department shall pay all approved claims in a timely manner in accordance with Iowa Code § 8A.514(3) (2005). The Department shall have the right to dispute any invoice

submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way. If a proper claim for contractual services that is currently payable remains unpaid after sixty days following the receipt of the claim or the satisfactory delivery, furnishing, or performance of the services, the state shall pay interest at the rate of one percent per month on the unpaid amount of the claim. However, this provision does not apply to the extent that interest would be paid by federal funds. Iowa Code § 8A.514(3). The Department's payment of invoices in less than sixty (60) days in no way acts as a waiver of this statutory mandate.

4.6 Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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.

4.7 If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Department may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

4.8 In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

Section 5: Performance Bond

The Contractor shall post a performance bond in an amount equal to \$500,000 and provide a copy of the bond to the Department within (10) days of execution of this Contract. The Contractor shall pay the cost of the bond. In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Contractor or any subcontractor fails to fully and faithfully perform each material requirement of this Contract, including without limitation the Contractor's obligation to indemnify the Department and pay damages to the Department, the performance bond shall be forfeited to the Department. The bond shall be in a form approved by the Department and shall be written by a surety authorized to do business in Iowa and that is acceptable to the Department. The bond shall be in effect at all times during the term of this Contract and any extensions or renewals thereof and for one (1) year following the conclusion of the Contract. The Contractor warrants that it will maintain the required performance bond coverage as described herein without any lapse in coverage. A lapse of the bond will be a material breach of the Contract and shall be considered cause for the Department to declare the Contractor in default under this Contract.

ATTACHMENT A

PROVIDER SPECIALTY CODES (02200)

01 GENERAL PRACTICE
02 GENERAL SURGERY
03 ALLERGY
04 OTOLARYNGOLOGY
05 ANESTHESIOLOGY
06 CARDIOVASCULAR
07 DERMATOLOGY
08 FAMILY PRACTICE
10 GASTROENTEROLOGY
11 INTERNAL MEDICINE
13 NEUROLOGY
14 NEURO SURGERY
16 OB/GYN
18 OPHTHALMOLOGY
20 ORTHO SURGERY
22 PATHOLOGY
24 PLASTIC SURGERY
25 PHYSICAL MEDICINE REHAB
26 PSYCHIATRY
28 PROCTOLOGY
29 PULMONARY
30 RADIOLOGY
33 THORACIC SURGERY
34 UROLOGY
35 CHIROPRACTIC
37 PEDIATRICS
39 NEPHROLOGY
48 PODIATRIST
59 AMBULANCE
63 PORTABLE XRAY
65 PHYSICAL THERAPY
69 INDEPENDENT LAB
70 CLINIC
91 DENTIST
92 ORAL SURGERY
93 ORTHODONTIST
94 PEDODONTIST
95 PERIODONTICS
96 ENDODONTICS

PROVIDER CATEGORY OF SERVICE CODES

10 INPATIENT
15 OUTPATIENT
16 CHILD PART HOSPITAL
17 CHILD DAY TREATMENT
18 ADULT PART HOSPITAL
19 ADULT DAY TREATMENT
20 SKILLED NURSING FACILITY
25 INTERMEDIATE CARE FACILITY
26 ICF/MR
27 NURSING FACILITY FOR MENTALLY ILL
30 HOME HEALTH
31 LEAD INSPECTION
35 PHYSICIAN
40 CLINIC SERVICES
42 MEP CASE MANAGEMENT
45 LAB XRAY
49 REHAB SUPPORT SERVICES
50 AMBULANCE
51 LOCAL EDUCATION AGENCY/LEA SERVICES
52 EARLY ACCESS SERVICES
55 PRESCRIBED DRUGS
57 DRUG CAPITATION
60 FAMILY PLANNING SERVICES
62 IOWA PLAN
63 MANAGED SUBSTANCE ABUSE
64 MENTAL HEALTH ACCESS PLAN
65 EPSDT SCREENING
66 HMO SERVICES
68 PATIENT MANAGEMENT
69 HEALTH INSURANCE PREMIUM PAYMENT
70 MEDICAL SUPPLIES
75 OTHER PRACTITIONER
76 FAMILY CENTERED PROGRAM (RTSS)
77 FAMILY PRESERVATION (RTSS)
78 TREATMENT FOSTER FAMILY CARE (RTSS)
79 GROUP TREATMENT THERAPY (RTSS)
80 DENTAL
82 OPTOMETRIST
84 CHIROPRACTIC
86 PODIATRIC
88 PHYSICAL DISABILITY WAIVER
89 BRAIN INJURY WAIVER SERVICES
90 PSYCHIATRIC
91 RESIDENTIAL CARE FACILITY
92 MR WAIVER SERVICES
94 AIDS WAIVER SERVICES
95 ELDERLY WAIVER SERVICES
96 ILL & HANDICAPPED WAIVER SERVICES
97 COUNTY OFFICE REIMBURSEMENT
98 MEP SERVICES
99 UNASSIGNED

PROVIDER ENROLLMENT STATUS CODES

A MEDICAID AUTHORITY
B MEDICARE TERMINATION
C LICENSE REVOKED
D LICENSE EXPIRED
E VOLUNTARY TERMINATION
F PROVIDER DECEASED
G INCORRECT PROVIDER ADDRESS
H PROVIDER CHANGED NUMBER
I NO SIGNED CORE AGREEMENT
J TERMINATED - INACTIVE 3 YEARS
K TERM - AWAIT RE-ENROLL PACKAGE
L LICENSE SUSPENDED
N REJECT - INVALID LICENSURE
O REJECT - TWO PROVIDER NUMBERS
P REJECT - PREVIOUS NUMBER ASSIGNED
Q REJECTED - INVALID SERVICE
R REJECTED - OTHER
S PENDING - INCOMPLETE FORM
T PENDING - NO LICENSE
U PENDING - NO AGREEMENT
V PENDING - MISSING DOCUMENTATION
W PENDING - BOARD ELIGIBILITY
X PENDING - HCF APPROVAL
Y PENDING - HCF DETERMINE RATES
0 ACTIVE - NOT QUAL PHYS SERVICES
1 ACTIVE
2 ACTIVE AND PARTICIPATING

TYPE OF PRACTICE CODE

01 INDIVIDUAL PRACTICE
02 PARTNERSHIP
03 CORPORATION/PROFIT ORGANIZATION
04 HOSPITAL BASED
05 GOVERNMENT OWNED
06 NOT FOR PROFIT
07 PRIVATE OWNER
08 HMO
09 GROUP
10 UNIVERSITY AFFILIATED CLINIC

TYPE OF OWNERSHIP CODE

1 INDIVIDUAL RECIPIENT
2 BOARD MEMBER/COMMISSIONER
3 SOLE OWNERSHIP
4 PARTNER
5 CORPORATION
6 GOVERNMENT ENTITY
7 NON-PROFIT ORGANIZATION
8 TRUST

PLACE OF SERVICE

PLACE OF SERVICE INDICATES WHERE THE SERVICE WAS RENDERED. THIS DATA ELEMENT CONTAINS THE VALID VALUES ACCEPTED ON MEDICAL CLAIMS (HCFA 1500 AND TARGETED MEDICAL CARE.)

<u>OLD</u>	<u>NEW {c "</u>	<u>OLD</u>	<u>NEW "}</u>
3	11	OFFICE	
4	12	PATIENT'S HOME	
1	21	INPATIENT HOSPITAL	
2	22	OUTPATIENT HOSPITAL	
2	23	EMERGENCY ROOM HOSPITAL	
B	24	AMBULATORY SURGICAL	
8	31	SKILLED NURSING FACILITY	
7	32	NURSING HOME	
0	33	CUSTODIAL CARE FACILITY	
9	41	AMBULANCE	
9	42	AMBULANCE - AIR OR WATER	
3	53	DAY CARE FACILITY (PSYCHO)	
7	54	INTERMEDIATE CARE FACILITY MR	
0	61	COMPREHENSIVE INPATIENT REHAB	
0	62	COMPREHENSIVE OUTPATIENT REHAB	
0	65	END STAGE RENAL DISEASE TREATMENT	
0	71	STATE OR LOCAL PUBLIC HEALTH CLINIC	
3	72	RURAL HEALTH CLINIC	
A	81	INDEPENDENT LAB	
0	99	OTHER UNLISTED FACILITY	

TYPE OF SERVICE
(From PDD File)

D DENTISTS
H HOME HEALTH
I INPATIENT
O OUTPATIENT
R RENTAL
S ICD-9 SURGICAL
X UB-92 MISC
1 HCPCS
2 SNF

PROVIDER NUMBER ASSIGNMENT (PRIOR TO 7/1/97)

00000001 - 0599999 IOWA PROVIDERS
06000000 - 0699999 IOWA INSTITUTIONAL PROVIDERS
07000000 - 0789999 NOT USED
07900000 - 0799999 NON-BILL GROUP
08000000 - 0879999 ICF
08800000 - 0889999 ICF/MR
08900000 - 0899999 RCF
09000000 - 0999999 OUT OF STATE PROVIDERS

PROVIDER TYPE (02050)

01 GENERAL HOSPITAL	31 HEARING AID DEALER
02 PHYSICIAN MD	33 TAPE INTERMEDIARY
03 PHYSICIAN DO	34 ORTHOPEDIC SHOE DEALER
04 DENTIST	35 MATERNAL HEALTH CENTER
05 PODIATRIST	36 AMBULATORY SURGICAL CENTER
06 OPTOMETRIST	37 GENETIC CONSULTATION CLINIC
07 OPTICIAN	38 CERTIFIED NURSE MIDWIFE
08 PHARMACY	39 BIRTHING CENTER
09 HOME HEALTH AGENCY	40 AREA EDUCATION AGENCY
10 INDEPENDENT LAB	41 PSYCH MEDICAL INST. CHILDREN (PMIC)
11 AMBULANCE	42 CASE MANAGER
12 MEDICAL SUPPLES	43 ADULT REHAB
13 RURAL HEALTH CLINIC	44 CRNA
14 CLINIC	45 HOSPICE
15 PHYSICAL THERAPIST	46 PREPAID HEALTH PLAN
16 CHIROPRACTOR	47 HIP
17 AUDIOLOGIST	48 CLINICAL SOCIAL WORKER
18 SKILLED NURSING FACILITY	49 FEDERAL QUALIFIED HEALTH CENTER (FQHC)
19 REHAB AGENCY	50 NURSE PRACTITIONER
20 INTERMEDIATE CARE FACILITY	51 THERAPEUTIC TREATMENT SERVICE
21 COMMUNITY MH	52 NURSING FACILITY - MENTAL ILL
22 FAMILY PLANNING	53 MENTAL HEALTH SUBSTANCE ABUSE PLAN
23 RESIDENTIAL CARE FACILITY	54 COUNTY RELIEF
24 HEALTH MAINTENANCE ORGAN.	55 LEAD INVESTIGATION AGENCY
25 ICF MR STATE	56 LOCAL EDUCATION AGENCY
26 MENTAL HOSPITAL	57 EARLY ACCESS SERVICE COORDINATOR
27 COMMUNITY BASED ICF/MR	60 INSTITUTIONAL - GENERAL
28 PARA PROFESSIONAL	61 OTHER PRACTITIONER - GENERAL
29 PSYCHOLOGIST	83 MEDICALLY NEEDY
30 SCREENING CENTER	86 NON PROVIDER MAIL ONLY
	97 RCF GUARDIAN
	98 LIEN HOLDER
	99 WAIVER

VALID TOOTH SURFACES - DENTAL

D DISTAL
O OCCLUSAL
M MESIAL
B BUCCAL
L LINGUAL
F FACIAL
I INCISAL

CLAIM TYPES

B MEDICARE PART B CROSSOVER
D DENTAL
G GROSS ADJUSTMENT
I INPATIENT
M HCFA 1500
N LONG TERM CARE
O OUTPATIENT
P PHARMACY
T CAPITATION
V OUTPATIENT CROSSOVER
W WAIVER
X INPATIENT CROSSOVER
Y CLAIM ADJUSTMENTS (request)
Z CLAIM CREDITS (request)
8 PRIOR AUTHORIZATION
9 CREDIT FINDER

CLAIM STATUS

B IN PROCESS (BEING KEYED)
C SUSPENDED
D SUSPENSE READY (TO RECYCLE)
E SUSPENSE TO BE DELETED
H HELD
I TO BE PAID
K TO BE DENIED
N PAID
P DENIED

CLAIM INPUT FORM INDICATOR (04064)

THIS FIELD IDENTIFIES THE TYPE OF CLAIM FOR EDITING, PRICING AND REPORTING. IT IS COMMONLY REFERRED TO AS "CLAIM TYPE."

THE FOLLOWING CLAIM TYPES ARE STORED INTERNALLY AS INSTITUTIONAL RECORDS:

- INPATIENT
- OUTPATIENT
- LONG TERM CARE
- MEDICARE INPATIENT CROSSOVER
- MEDICARE OUTPATIENT CROSSOVER

THE FOLLOWING CLAIM TYPES ARE STORED INTERNALLY AS PHARMACY RECORDS:

- PHARMACY

THE FOLLOWING CLAIM TYPES ARE STORED INTERNALLY AS MEDICAL RECORDS:

- HCFA 1500
- MEDICARE PART B CROSSOVERS
- DENTAL
- WAIVER

THE FOLLOWING CLAIM TYPES ARE STORED INTERNALLY AS CREDIT/ADJUSTMENT RECORDS:

- GROSS ADJUSTMENT

CREDIT FINDERS ARE RECORDS USED INTERNALLY IN THE MMIS AND DO NOT REFLECT DATA SUBMITTED ON CLAIMS. PRIOR AUTHORIZATIONS ARE NOT CLAIMS AT ALL, AND ONLY APPEAR IN THE LIST BECAUSE THE PRIOR AUTHORIZATION SUBSYSTEM USES CLAIM INPUT FORM INDICATOR IN POSTING EXCEPTIONS TO PRIOR AUTHORIZATION RECORDS.

PROCEDURE FACTOR CODES

(FROM PDD FILE)

A ANESTHESIA UNITS
 B BILLED CHARGES
 C MAX FEE SUSPEND
 F FEE SCHEDULE
 G FEE SCHEDULE - PROF COMPONENT
 H FEE SCHEDULE - TECH COMPONENT
 I PERCENT OF CHANGE
 J RELATIVE VALUE UNITS
 K RELATIVE VALUE - PC
 L RELATIVE VALUE - TC
 M BY REPORT
 N NOT ALLOWED
 O REVIEW REQUIRED
 P GROUP THERAPY
 Q EPSDT - TOTAL OVER 17
 R EPSDT - TOTAL UNDER 18
 S EPSDT - PARTIAL OVER 17
 T EPSDT - PARTIAL UNDER 18
 U GYNECOLOGY FEE
 V OBSTRETICS FEE
 W CHILD FEE

PROVIDER CHARGE MODE

(FROM PROVIDER FILE)

A RCF PER DIEM
 B RCF RESERVED BED %
 C COST TO CHARGE RATIO
 D PHYSICAL REHAB PER DIEM
 E NFMI PER DIEM
 F NFMI RESERVED BED
 G HI ACUITY PER DIEM
 H ROOM BOARD WITH VENT
 J HI ACUITY ADD ON
 I INPATIENT %
 1 INPATIENT %
 2 OUTPATIENT %
 3 HHA %
 4 SNF PER DIEM
 5 SNF RESERVE BED %
 6 ICF PER DIEM
 7 ICF RESERVE BED %
 8 ICF/MR PER DIEM
 9 ICF/MR RESERVE BED %

APG TYPE

01 SIGNIFICANT PROCEDURE
 02 ANCILLARY PROCEDURE
 03 INCIDENTAL PROCEDURE
 04 HCPCS WITH NO APG
 05 ERROR CODE

APG FLAG

C CONSOLIDATED
 P PACKEAGED
 - (SP)

APG UPDATES

97.2 00.1
 98.1 00.2
 99.1 01.1
 99.2

NURSING FACILITY TERMINATION CODES

SP STILL IN FACILITY
 A MOVED - HOSPITAL
 B MOVED - SKILLED NURSING FACILITY
 C MOVED - INTERMEDIATE CARE FACILITY
 D MOVED - ICF/MR
 E MOVED - RESIDENTIAL CARE FACILITY
 F MOVED HOME - SELF CARE
 G MOVED HOME - REHAB
 H MOVED HOME - HOME HEALTH
 I MOVED TO OTHER INSTITUTION
 J DECEASED

HOME HEALTH REVENUE CODES

55X SKILLED NURSING
 56X MEDICAL SOCIAL SERVICES
 57X HOME HEALTH AIDE
 58X OTHER VISITS
 59X UNITS OF SERVICE
 60X OXYGEN

HOSPICE REVENUE CODES

651 ROUTINE HOME CARE
 652 CONTINUOUS HOME CARE
 655 INPATIENT RESPITE CARE
 656 GENERAL INPATIENT CRE
 658 CARE IN ICF/MR

REHAB AGENCY REVENUE CODES

42X PHYSICAL THERAPY
 43X OCCUPATIONAL THERAPY
 44X SPEECH THERAPY

APG VERSIONS

APG VERSION 1 7/94
 APG VERSION 2 10/96
 DRG VERSION 12 11/94
 DRG VERSION 13 10/95
 DRG VERSION 14 10/96
 DRG VERSION 15 11/97
 DRG VERSION 16 10/98
 DRG VERSION 17 11/99
 DRG VERSION 18 11/00

UB CONDITION CODES

80 LEVEL II/III NEONATAL ICU	X4 IFMC APPROVED LOWER LEVEL OF CARE, SNF*
81 PHYSICAL REHAB UNIT	X3 IFMC APPROVED LOWER LEVEL OF CARE, ICF
82 SUBSTANCE ABUSE UNIT	91 IFMC APPROVED RESPITE CARE
83 PSYCHIATRIC UNIT	XG SNF - NO PRIOR QUALIFYING MEDICARE STAY
	XH HHA - SUPERVISORY VISIT ONLY
	* Used by Hospitals to indicate SNF level of care

NON-INPATIENT PROGRAMS:

Condition Code	Program	Procedure Code(s)
86	MENTAL HEALTH	W0553 - W0561
84	CARDIAC REHAB	W0550
87	SUBSTANCE ABUSE	W0563 - W0564
88	PAIN MANAGEMENT	W0565
89	DIABETIC EDUCATION	W0566
85	EATING DISORDER	W0551 - W0552
90	PULMONARY REHAB	W0562

ADJUSTMENT REASONS

<u>Name</u>	<u>Use</u>	
01 DHS Recovery Other	DHS Recovery Initiated Except for from the Provider	HO
02 DHS Recovery Provider	DHS Recovery Initiated from Provider	HO
03 UNISYS Recovery Other	UNISYS Recovery Initiated Except for from Provider	HO
04 Court Ordered Restitution	CTEC TPL Recovery from a Clerk of Court	HO
05 Lien Recovery	CTEC TPL Recovery from a Lien not otherwise specified	HO
06 Lien Recovery MVA	CTEC TPL Recovery from a Motor Vehicle Accident Case	HO
07 Lien Recovery Trauma	CTEC TPL Recovery from a Trauma Case	HO
08 Estate Recovery	HMS Recovery from an Estate Case	HO
09 Insurance Recovery Recipient	CTEC TPL Insurance Recovery from a Recipient	HO
10 Insurance Recovery Absent Parent	CTEC TPL Insurance Recovery from an Absent Parent	HO
11 Insurance Recovery Carrier	CTEC TPL Insurance Recovery from an Insurance Company	HO
12 Insurance Recovery Provider	CTEC TPL Insurance Recovery from a Provider	B
13 Medicare Recovery Carrier	HMS Recovery from Medicare Carrier	HO
14 Medicare Recovery Provider	HMS Medicare Recovery from a Provider	B
15 IFMC Recovery	IFMC Recovery	HO
16 DIA Recovery	Dept. of Inspections & Appeals Recovery	PP
17 Fraud/Abuse Recipient	IFMC Recovery from Recipient for Fraud/Abuse	PP
18 Fraud/Abuse Provider	CTEC Recovery from Provider for Fraud/Abuse	PP
19 Canceled Warrant	CTEC TPL Cancellation of a Returned Warrant	HO
20 Claim Error	CTEC Adjustment because of a Claim Error	PP
21 Cost Settlement	CTEC Gross Adjustment for Cost Settlement Check	HO
22 Retro Rate Adjustment	CTEC SYSTEM GENERATED Retro Rate Adjustment	PP
23 Other	CTEC Adjustment Reason not specified	PP
24 Hold	CTEC TPL Billing File ONLY - Hold Line Open	BF
Auto Recoup System Error	CTEC SYSTEM GENERATED	SG
31 Auto Recoup System Change	CTEC SYSTEM GENERATED	SG
32 Special Abstract	CTEC GROSS for Claims over 2 years old	SG
33 Special Abstract - State Only	CTEC GROSS for DHS Approved Adjustment against policy	SG
34 HMS Recovery Carrier	HMS Recovery from Insurance Company	HO
35 HMS Recovery Provider	HMS Insurance Recovery from Provider	B
40 UNISYS Recovery Provider	UNISYS Initiated Recovery from Provider	HO
51 Denial Before Eligibility Date	CTEC TPL Billing File ONLY - Denial	BF
52 Denial Recipient Not Eligible	CTEC Billing File ONLY - Denial	BF
53 Denial Applied to the Deductible	CTEC TPL Billing File ONLY - Denial	BF
54 Denial Not Covered	CTEC TPL Billing File ONLY - Denial	BF
55 Denial Not Authorized	CTEC Denial Billing File ONLY - Denial	BF
56 Denial Recipient Not Covered	CTEC TPL Billing File ONLY - Denial	BF
70 Beginning Credit Balance	CTEC SYSTEM GENERATED	SG
71 Ending Credit Balance	CTEC SYSTEM GENERATED	SG
72 Beginning Dummy Credit Balance	CTEC SYSTEM GENERATED	SG
73 Ending Dummy Credit Balance	CTEC SYSTEM GENERATED	SG

74	Beginning Recoup Balance	CTEC SYSTEM GENERATED	SG
75	Ending Recoup Balance	CTEC SYSTEM GENERATED	SG
76	Beginning Recoup Balance	CTEC SYSTEM GENERATED	SG
77	Ending Dummy Recoup Balance	CTEC SYSTEM GENERATED	SG
79	Outpatient Claim Conflict	Not Used in Iowa	
83	Lien Amount Paid	CTEC SYSTEM GENERATED LIEN	SG
84	Change in Patient Liability	CTEC SYSTEM GENERATED ADJUST TO PATIENT LIABILITY	BB
86	POS Transaction Fee	Not Used in Iowa	
87	Iowa Care Adjustment	Used only for Iowa Care claims	

Attachment B

Bid Proposal Mandatory Requirements Checklist

DHS has provided a template for the Bid Proposal Mandatory Requirements Checklist that is to be submitted with the Technical Proposal portion of Bid Proposals. Bidders are expected to confirm compliance by typing or printing “Yes” in the “Bidder Check” column. Upon receipt of Bid Proposals, DHS will confirm compliance by entering “Yes” in the “DHS Check” column.

Bidder	DHS	
		1. Was the Letter of Intent submitted on time as specified in section 2.8 of the RFP?
		2. Did the Issuing Officer receive the bid proposal before 3:00 p.m. Central Time on April 2, 2007?
		3. Was the proposal submitted with the correct number of copies, and in the correct format as specified in section 4.1 of the RFP? <ul style="list-style-type: none"> • Submitted in spiral, comb or similar binder (no loose leaf binders) • Divided in two parts: (1) Technical Proposal; (2) Cost Proposal. • Original and eight (8) copies properly labeled • Two (2) electronic copies in Word 2000 or Adobe PDF file format on CD ROM • One copy of bid proposal from which confidential information has been redacted, if any claim of confidential information is made. • Bid proposal must respond to RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the restated requirement.
		4. Does the proposal include a signed copy of Attachment F: Proposal Certification?
		5. Does the proposal include a signed copy of Attachment G: Certification of Independence and No Conflict of Interest?
		6. Does the proposal include a signed copy of Attachment D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions?
		7. Does the proposal include a signed copy of Attachment H: Authorization to Release Information?
		8. Does the proposal include a signed copy of Attachment J: Certification Regarding Registration, Collection and Remission of State Sales and Use Tax?
		9. Does the proposal include a signed copy of Attachment C: Certification of Compliance with Pro-Children Act of 1994?
		10. Does the proposal include a signed copy of Attachment E: Certification Regarding Lobbying?
		11. Does the proposal include a signed copy of Attachment I: Proposal Certification of Available Resources?
		12. Does the proposal include a signed copy of Attachment K: Business Associate Agreement (BAA)?
		13. Does the proposal include a transmittal letter as specified in section 4.2.1 of the RFP?
		14. Does the proposal include three (3) letters of reference as specified in section 4.2.7.6 of the RFP?
		15. Does the proposal include a bid bond, payable to the State of Iowa, in the amount of \$5,000?

ATTACHMENT C

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

The Contractor 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 Contractor 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.

Signature: _____

Title: _____

Organization: _____

Date: _____

ATTACHMENT D

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The bidder shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department 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 Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

(1) The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

(Signature)

(Date)

(Title)

(Company Name)

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

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

- A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

- B. 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 federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Contractor 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.C.A. 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.

Signature: _____

Title: _____

Organization: _____

Date: _____

ATTACHMENT F

PROPOSAL CERTIFICATION

BIDDERS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

I certify that I have the authority to bind the bidder indicated below to the specific terms, conditions and technical specifications required in the Department’s Request for Proposals (RFP) and offered in the bidder’s proposal. I understand that by submitting this bid proposal, the bidder indicated below agrees to provide Iowa Medicaid Enterprise Medicaid Claims Payment Support Services which meet or exceed the requirements of the Department’s RFP unless noted in the bid proposal and at the prices quoted by the bidder.

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.

Name

Date

Title

Name of Bidder Organization

ATTACHMENT G

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:

- the bid proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
- the bid proposal has been developed independently, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition;
- 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;
- 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;
- no relationship exists or will exist during the contract period between the bidder and the Department that interferes with fair competition or is a conflict of interest.

Name

Date

Title

Name of Bidder Organization

ATTACHMENT H

AUTHORIZATION TO RELEASE INFORMATION

_____ (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 Department.

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 Department 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 Department, and the Department 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

ATTACHMENT I

PROPOSAL CERTIFICATION OF AVAILABLE RESOURCES

BIDDERS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

I certify that the bidder organization indicated below has sufficient personnel resources available to provide all services proposed by this Bid Proposal. I duly certify that these personnel resources for the contract awarded will be available on and after July 1, 2004.

In the event that we, the bidder, have bid more than one component contract specified by this RFP, my signature below also certifies that the personnel bid for this component Bid Proposal are not personnel for any other component Bid Proposal. If my organization is awarded more than one component, I understand that the State may agree to shared resource allocation if the bidder can prove feasibility of shared resource.

Name

Date

Title

Name of Bidder Organization

ATTACHMENT J

CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE
SALES AND USE TAX

By submitting a proposal in response to this Request for Proposal for _____ (“RFP”), the undersigned certifies the following: (check the applicable box):

- _____ [name of vendor] is registered or agrees to become registered if awarded the contract, with the Iowa Department of Revenue, and will collect and remit Iowa Sales and use taxes as required by Iowa Code chapter 423; or
- _____ [name of vendor] is not a “retailer” or a “retailer maintaining a place of business in the state” as those terms are defined in Iowa Code §§ 423.1(42) & (43) (2005).

_____ [name of vendor] also acknowledges that the Department may declare the Vendor’s bid or resulting contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

Signature

Date

Name - printed

Title

Name of Bidder Organization

ATTACHMENT K

Business Associate Agreement

THIS Attachment supplements and is made a part of the Iowa Department of Human Services ("Department") Contract (hereinafter, the "Underlying Agreement") between the Department and the Contractor ("the Business Associate"). This Attachment, when accepted by the Department, establishes the terms of the relationship between the Department and the Business Associate.

Whereas, the Department and the Business Associate are parties to the Underlying Agreement pursuant to which the Business Associate provides or performs certain services on behalf of or for the Department. The Department discloses to the Business Associate certain Protected Health Information ("PHI,")(as defined in 45 C.F. R. § 164.501), related to the services performed by the Business Associate for the relationship and, in connection with the provision of those services. This PHI is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

Whereas, the Contractor, provides or performs certain services on behalf of or for the Department which require the disclosure of PHI from the Department, and is, therefore a "Business Associate" as that term is defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule and the Security Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Attachment is to comply with the requirements of the Privacy Rule and the Security Rule, including, but not limited to, the Business Associate's contract requirements at 45 C.F.R. §164.504(e) and 45 C.F.R. §164.314.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Attachment, capitalized terms have the same meanings as set forth in the **Privacy Rule and the Security Rule.**
2. **Scope of Use and Disclosure by Business Associate of Protected Health Information.**
 - A. The Business Associate shall be permitted to use and disclose PHI that is disclosed to it by the Department as necessary to perform its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Attachment or required by law, the Business Associate may:
 - (a) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of DHS;
 - (b) Disclose the PHI in its possession to a third party for the purpose of proper management and administration or to fulfill any legal responsibilities of DHS; provided, however, that the disclosures are required by law or Business Associate has received from the third party written assurances that:
 - (i) The information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and

- (ii) The third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached; and
 - (c) Disclose or use any PHI created or received by DHS under this Attachment, for other purposes, so long as it has been de-identified and the de-identification conforms to the requirements of the Privacy Rule.
- 3. **Obligations of Business Associate.** In connection with its use and disclosure of PHI, the Business Associate agrees that it will:
 - A. Use or further disclose PHI only as permitted or required by this Attachment or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Attachment;
 - C. To the extent practicable, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI in violation of this Attachment.
 - D. Promptly report to the Department any use or disclosure of PHI not provided for by this Attachment of which the Business Associate becomes aware.
 - E. Require contractors or agents to whom the Business Associate provides PHI to agree to the same restrictions and conditions that apply to the Business Associate pursuant to this Attachment.
 - F. Make available to the Secretary of Health and Human Services the Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal privileges.
 - G. Obtain consents, authorizations and other permissions from all individuals necessary or required by laws applicable to the Business Associate to fulfill its obligations under the Underlying Agreement and this Attachment.
 - H. Promptly comply with any changes in, or revocation of, permission by an Individual for the Business Associate or the Department to use or disclose PHI, after receiving written notice by the Department.
 - I. Promptly comply with any restrictions on the use and disclosure of PHI about Individuals that the Department has agreed to, after written notice by the Department.
 - J. Within (15) days of receiving a request from the Department, make available the information necessary for the Department to make an accounting of disclosures of PHI about an individual.
 - K. Within ten (10) days of receiving a written notice from the Department about a request from the Individual, make available PHI necessary for the response to individuals' requests for access to PHI about them in the Business Associate's possession which constitutes part of the Department's Designated Record Set.
 - L. Within fifteen (15) days of receiving a written notice from the Department to amend or correct an Individual's PHI in accordance with the Privacy Rule, make the amendments or corrections to PHI in Business Associate's possession which constitutes part of the Department's Designated Record Set.
 - M. Implement administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of the electronic PHI that it creates, maintains, or transmits on behalf of the Department. This security requirement is effective April 20, 2005.
 - N. Promptly report to the Department any security incident of which the Business Associate becomes aware.

This security requirement is effective April 20, 2005.

4. **Obligations of the Department.** The Department agrees that it:
- A. Has included, and will include, in the Department's required Notice of Privacy Practices that the Business Associate may disclose PHI for health care operations purposes.
 - B. Has obtained, and will obtain, from Individuals authorizations and other permissions necessary or required by laws applicable to the Department and the Business Associate to fulfill their obligations under the Underlying Agreement and this Attachment.
 - C. Will promptly notify Business Associate in writing of any restrictions on the use and disclosure of PHI about Individuals that the Department has agreed to that may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Attachment.
 - D. Will promptly notify the Business Associate in writing of any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement or this Attachment.
5. **Termination.**
- A. Termination for Cause. The Department may terminate this Attachment for cause if the Department determines that the Business Associate, or any of its subcontractors, etc. has breached a material term of this Attachment. The Department will allow the Business Associate an opportunity to cure the breach. The Department shall provide written notice to the Business Associate requesting that the breach be remedied within the period of time specified in the notice. If the breach is not remedied by the date specified to the satisfaction of the Department, the Department may immediately terminate this Attachment and the Underlying Agreement.
 - B. Automatic Termination. This Attachment will automatically terminate upon the termination or expiration of the Underlying Agreement.
 - C. Effect of Termination.
 - (a) Termination of this Attachment will result in termination of the Underlying Agreement.
 - (b) Upon termination of this Attachment or the Underlying Agreement, unless specially required by the Department for the business associate to retain the protected health information, the Business Associate will return or destroy all PHI received from the Department, or created or received by the Business Associate on behalf of the Department, that the Business Associate still maintains and retain no copies of such PHI. If such return or destruction is not feasible, the Business Associate will extend the protections of this Attachment to the PHI and limit any further uses and disclosures. The Business Associate will provide the Department in writing the reason that will make the return or destruction of the information infeasible.
6. **Amendment.** The Department and the Business Associate agree to take such action as is necessary to amend this Attachment from time to time as is necessary for the Business Associate to comply with the requirements of the Privacy Rule and/or the Security Rule.
7. **Survival.** The obligations of the Business Associate under section 5.C. (b) of this Attachment shall survive any termination of this Attachment.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon a person other than the parties and their respective successors or assigns, an rights, remedies, obligations or liabilities whatsoever.

9. **Effective Date.** This Attachment shall be effective on _____.

Contractor

Department of Human Services

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT L

BIDDER'S LIBRARY

- Iowa Medicaid Enterprise Business Rules
- Iowa Medicaid Enterprise System Interfaces Diagram
- Iowa Medicaid Enterprise Business Processes
- Iowa Medicaid Enterprise Work Flow Process Maps
- Iowa Medicaid Enterprise - Operational Business Processes
- Detail System Design - Medicaid Management Information System (MMIS)
- Detail System Design – Medicaid Quality Utilization Improvement Data System (MQUIDS)

ATTACHMENT M

IOWA MEDICAID ENTERPRISE

COST AND QUALITY PERFORMANCE EVALUATION PRICING SCHEDULE

	Base Year 1	Base Year 2	Base Year 3	Extension Year 1	Extension Year 2	Extension Year 3
TOTAL FIXED PRICE FOR SCOPE OF WORK	\$	\$	\$	\$	\$	\$

ATTACHMENT N

COST AND QUALITY PERFORMANCE PRICING SCHEDULE FOR CONTRACTOR SUGGESTED COMPONENTS

	Suggested Components	Base Year 1	Base Year 2	Base Year 3	Extension Year 1	Extension Year 2	Extension Year 3
1		\$					
2		\$					
3		\$					
4		\$					

Increase table for additional components.

ATTACHMENT O

AID TYPE/CATEGORY OF SERVICE

Some aid types are listed on the following table more than once. Abbreviations used in the table are:

A Aged

B Blind

D Disabled

FIP Family Investment Program

FA Food Assistance Program

ICF/MR Intermediate care facility for people with mental retardation

IHHRC In-home health-related care

IV-E Title IV-E (FIP-related foster care and adoption assistance)

MEPD Medicaid for employed people with disabilities

MHI Mental health institute

MIYA Medicaid for independent young adults

NF Nursing facility

PMIC Psychiatric medical institution for children

RCA Refugee Cash Assistance Program

RCF Residential care facility

RMA Refugee Medical Assistance Program

SSI Supplemental Security Income Program

FOOD ASSISTANCE

09-0 FA, adult, not public assistance

09-1 FA, family, not public assistance

FAMILY INVESTMENT PROGRAM

30-0 FIP, regular

30-2 FIP, money management (Do Not Use)

30-4 FIP, nonparental

32-8 FIP, protective payee, guardian, or conservator (Do Not Use)

33-8 FIP, two-parent, with a protective payee, guardian, or conservator (Do Not Use)

35-0 FIP, two-parent, when there are two active

FIP parents of a common child who are both referred to PROMISE JOBS and one parent is the head of household or case name.

REFUGEE RESETTLEMENT PROGRAM

06-0 RCA or RMA or both, family

06-1 RCA or RMA or both, adult

06-3 RMA, eligible for RCA but requests no grant

STATE SUPPLEMENTARY ASSISTANCE

Dependent Person

14-6 SSI-A, receives SSI, with dependent

24-6 SSI-B, receives SSI, with dependent

64-6 SSI-D, receives SSI, with dependent Family-Life Home

10-0 SSI-A, family-life home
60-0 SSI-D, family-life home In-Home Health-Related Care
14-1 SSI-A, IHHRC
64-1 SSI-D, IHHRC

Residential Care Facility

13-4 SSI-A, RCF, eligible for SSI payment
13-5 SSI-A, RCF, income exceeds SSI limit
63-4 SSI-D, RCF, eligible for SSI payments
63-5 SSI-D, RCF, income exceeds SSI limit

Supplement for Medicare and Medicaid Eligibles

60-M MEPD

13-6 SSI-A, NF, income exceeds SSI maximum (300% group)
63-6 SSI-D, NF, income exceeds SSI maximum (300% group)
64-5 Disabled, NF or SNF level of care
73-1 Skilled nursing care (300% group)
73-2 SSI, state resource center ICF/MR, income exceeds SSI maximum (300% group)
73-3 SSI, community-based ICF/MR income exceeds SSI maximum (300% group)
73-4 Hospital care, income exceeds SSI maximum (no facility calculation)
73-5 SSI-A, MHI, income exceeds SSI maximum (300% group)

REFUGEE RESETTLEMENT PROGRAM

06-0 RCA or RMA or both, family
06-1 RCA or RMA or both, adult
06-3 RMA, eligible for RCA but requests no grant

STATE SUPPLEMENTARY ASSISTANCE

Dependent Person

14-6 SSI-A, receives SSI, with dependent
24-6 SSI-B, receives SSI, with dependent
64-6 SSI-D, receives SSI, with dependent

Family-Life Home

10-0 SSI-A, family-life home
60-0 SSI-D, family-life home In-Home Health-Related Care
14-1 SSI-A, IHHRC
64-1 SSI-D, IHHRC

Residential Care Facility

13-4 SSI-A, RCF, eligible for SSI payment
13-5 SSI-A, RCF, income exceeds SSI limit
63-4 SSI-D, RCF, eligible for SSI payments
63-5 SSI-D, RCF, income exceeds SSI limit

Supplement for Medicare and Medicaid Eligibles

60-M MEPD

13-6 SSI-A, NF, income exceeds SSI maximum (300% group)

63-6 SSI-D, NF, income exceeds SSI maximum (300% group)
64-5 Disabled, NF or SNF level of care
73-1 Skilled nursing care (300% group)
73-2 SSI, state resource center ICF/MR, income exceeds SSI maximum (300% group)
73-3 SSI, community-based ICF/MR income exceeds SSI maximum (300% group)
73-4 Hospital care, income exceeds SSI maximum (no facility calculation)
73-5 SSI-A, MHI, income exceeds SSI maximum (300% group)

SSI-RELATED MEDICAID

Qualified Medicare Beneficiary, Qualified Disabled Working Persons, Specified Low-Income Medicare Beneficiary, Expanded Specified Low-Income Medicare Beneficiary

90-0 Aged
90-2 Disabled

Automatic Redetermination

14-4 SSI-A, automatic redetermination
64-4 SSI-D, automatic redetermination

Other Coverage Groups

14-2 Aged:

- People ineligible for SSI or SSA because of Social Security COLA (503 medical)
 - Widowed people ineligible for SSI or SSA due to 1984 Social Security actuarial change
 - People ineligible for SSI or SSA due to child's Social Security disability benefits
 - Widowed people ineligible for SSI or SSA who do not have Medicare Part A and who are ineligible for SSI or SSA because of the receipt of Social Security benefits
- 64-2 Disabled:
- People ineligible for SSI or SSA because of Social Security COLA (503 medical)
 - People ineligible for SSI or SSA due to child's Social Security disability benefits
 - Widowed people ineligible for SSI or SSA due to 1984 Social Security actuarial change
 - Widowed people ineligible for SSI or SSA because of the receipt of Social Security benefits who do not have Medicare Part A

60-M Medicaid for employed people with disabilities.

MEDICAID FACILITIES

Nursing Facility

13-0 SSI-A, NF, would be eligible for SSI payment if at home
13-1 SSI-A, NF, eligible for SSI payment
13-6 SSI-A, NF, income exceeds SSI maximum (300% group)
63-0 SSI-D, NF, would be eligible for SSI payment if at home
63-1 SSI-D, NF, eligible for SSI payment
63-6 SSI-D, NF, income exceeds SSI maximum (300% group)
39-0 FMAP, NF, care payment

Skilled Nursing Care

73-1 Skilled nursing care ICF/MR
63-7 SSI, community-based ICF/MR, eligible for SSI if at home
63-8 SSI, community-based ICF/MR, eligible for SSI payment

73-3 SSI, community-based ICF/MR, income exceeds SSI maximum (300% group)
63-2 SSI, state resource center ICF/MR, eligible for SSI payment if at home
63-3 SSI, state resource center ICF/MR, eligible for SSI payment
73-2 SSI, state resource center ICF/MR, income exceeds SSI maximum (300% group)
SSI—Hospital
73-4 Hospital care, income exceeds SSI maximum (no facility calculation)

Mental Health Institute or PMIC
13-7 SSI-A, MHI, eligible for SSI payment
13-8 SSI-A, MHI, SSI-eligible if at home
73-5 SSI-A, MHI, income exceeds SSI limit (300% group)
37-7 FMAP or SSI child or adult, MHI or

PMIC
37-7 Adult involuntarily committed to MHI

MEDICAID HOME- AND COMMUNITY-BASED WAIVERS

AIDS/HIV Waiver
63-6 SSI-D related 300%, NF level of care
13-6 SSI-A related 300%, NF level of care
73-1 300%, skilled level of care
73-4 SSI-related 300%, hospital level of care
37-E Medically Needy, over 300%, hospital level of care

Brain Injury Waiver
73-3 ICF/MR level of care
73-1 300%, skilled nursing level of care
63-6 300%, SSI-D related, NF level of care

Children's Mental Health Waiver
37-7 FMAP-related or SSI-related children

Elderly Waiver
13-6 NF level of care
73-1 SNF level of care

Ill and Handicapped Waiver
64-5 Disabled, NF or SNF level of care
73-3 ICF/MR level of care

Mental Retardation Waiver
73-3 ICF/MR level of care

Physical Disability Waiver
63-6 300%, nursing facility level of care
63-1 SSI-D, at nursing facility level of care.
73-1 300%, skilled nursing level of care

SYSTEM-GENERATED AID TYPES

80-0 Medical transportation
80-2 Transitional child care
88-8 Presumptive Medicaid for pregnant women

FOSTER CARE AND SUBSIDIZED ADOPTION

Entered by field staff
40-9 Medical only, state-only no grant

Not entered by field staff
02-1 Foster family care, refugee
02-3 Group care, refugee
02-7 Independent living, refugee
02-8 Shelter care, refugee
40-1 Foster family care, regular
40-3 Group care, regular
40-7 Independent living, regular
40-8 Shelter care, regular
41-1 SSI, blind, foster family care
41-3 SSI, blind, group care
41-7 SSI, blind, independent living
41-8 SSI, blind, shelter care
42-1 IV-E foster family care
42-3 IV-E group care
42-8 IV-E shelter care
42-9 IV-E, medical only, out-of-state child placed in Iowa

43-1 Foster family care, payment only
43-3 Group care, payment only
43-7 Independent living, payment only
43-8 Shelter care, payment only
46-1 Subsidized adoption maintenance, not IV-E
46-2 Subsidized adoption maintenance, IV-E
46-3 Presubsidy, not IV-E
46-4 Presubsidy, IV-E
46-5 Medical only, receives subsidy from another state
47-0 Subsidized foster home
47-1 Nonsubsidized foster care program
48-1 SSI, disabled, foster family care
48-3 SSI, disabled, group care
48-7 SSI, disabled, independent living
48-8 SSI, disabled, shelter care

Attachment P

CONTRACT DECLARATIONS & EXECUTION

Title of Contract:	DHS Contract No.
Iowa Medicaid Enterprise Cost and Quality Performance Evaluation	MED-07-024

No payments will be made for services or products provided prior to signing this Contract. This Contract is entered into on the date last signed below by the following parties:

Department of State: (hereafter “Department”)	Contractor: (hereafter “Contractor”)	
Iowa Department of Human Services		
Department Principal Address (“Notice Address”):	Contractor Principal Address (“Notice Address”):	
1305 E. Walnut, Hoover Bldg., 5th Fl. Des Moines, IA 50319		
	Tax ID No.	
	Organized under the laws of:	State of

Contract Information:	Start Date	End Date	# of Yearly Extensions	Billing Frequency:
Period {six year max.}				<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Max. Value of Contract & extensions		\$		
Fiduciary Bond Amount (if any):		\$ none		
Performance Bond Amount:		\$ 500,000		
Special Contract Attachments				
<input type="checkbox"/> Business Associate	<input type="checkbox"/> Interagency w/IGA terms	<input type="checkbox"/> Iowa Code 8F w/8F terms	<input type="checkbox"/> SSA – B Agreement	

Department Contract Manager:		Contractor Contract Manager:	
Name:		Name:	
Address:		Address:	
Tel: (515)		Tel:	
e-mail:		e-mail:	
Department Billing Address:		Contractor Billing Contact:	
Name:		Name:	
Address:		Address:	
Tel: (515)		Tel:	

This Contract consists of the above information, the attached General Terms, Special Terms, Certifications, and all other signed attachments. 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 below:

Department, by:	Contractor, by:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

CONTRACT CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

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

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

By signing and submitting this document, the Contractor 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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The Contractor shall provide immediate written notice to the person to whom this document is submitted if at any time the Contractor 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 document is submitted for assistance in obtaining a copy of those regulations.

4. The Contractor agrees by submitting this document 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 Department or agency with which this transaction originated.

5. The Contractor further agrees by submitting this document 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 Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(1) The Contractor certifies, by submission of this document, 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 Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this document.

CERTIFICATION REGARDING LOBBYING

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

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal

agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. 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 federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor 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.C.A. 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.

IN WITNESS WHEREOF, Contractor hereby certifies that the above is true and accurate, and Contractor has caused a duly authorized representative to execute this Contract Certifications document concurrently with the underlying Contract.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

GENERAL TERMS

Section 1. Compensation

1.1 Pricing. The Contractor will be paid for the services described in the Scope of Work in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work.

The Contractor shall submit, on a frequency established on the Contract Declarations & Execution page(s) an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The Department 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 Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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.

1.2 Payment Clause. The Contractor will be paid for the services described in the Scope of Work in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work.

1.3 Delay of Payment Due to Contractor's Failure. If the Department in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Department may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

1.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any other debt subject to the law of set off, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this

provision constitutes proper and timely notice under the law of setoff.

Section 2. Termination.

2.1 Immediate Termination by the Department. The Department may terminate this Contract for any of the following reasons effective immediately without advance notice:

2.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.1.2 The Department determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

2.1.3 The Contractor fails to comply with confidentiality laws or provisions;

2.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP that is materially false, deceptive, incorrect or incomplete.

2.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Contract:

2.2.1 The Contractor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor,

2.2.2 The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract,

2.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or

suspends its business; or the Department reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law,

2.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract, or

2.2.6 The Contractor has engaged in conduct that has or may expose the State or the Department to liability, as determined in the Department's sole discretion,

2.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right,

2.2.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F, or

2.2.9 The Contractor has failed to comply with a material term of any Business Associate Agreement, if included as an Addendum hereto.

2.3 Notice of Default. If there is a default event caused by the Contractor, the Department shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either:

2.3.1 Immediately terminate the Contract without additional written notice; or,

2.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.4 Termination Upon Notice. Following 30 days' written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.

2.5 Termination Due to Lack of Funds or Change in Law. The Department shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

2.5.1 Adequate funds are not appropriated or granted to allow the Department to operate as

required and to fulfill its obligations under this Contract;

2.5.2 Funds are de-appropriated or not allocated or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;

2.5.3 The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

2.5.4 The Department's duties are substantially modified.

2.6 Remedies of the Contractor in Event of Termination by the Department. In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Department under this Contract in the event of termination. However, the Department shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of the Department, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work

under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Department may require.

2.7.2 Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Contractor.

2.7.3 Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to the Department any payments made by the Department for services that were not rendered by the Contractor.

Section 3. Confidential Information.

3.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Department. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Department at all times.

3.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be

considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department. The Contractor may be held civilly or criminally liable for improper disclosure of confidential data.

3.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

3.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

3.5 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

Section 4. Indemnification.

4.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:

4.1.1 Any breach of this Contract;

4.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

4.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

4.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

4.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

4.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

4.2 Survives Termination. Indemnification obligation of the Contractor shall survive termination of this Contract.

Section 5. Insurance.

5.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Department shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

5.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Department in writing, the Contractor shall cause to be issued the insurance coverages set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an 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

5.3 Certificates of Coverage. All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Department. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Department upon execution of this Contract. The certificates shall be subject to approval by the Department. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Department. Approval of the insurance certificates by the Department shall not relieve the Contractor of any obligation under this Contract.

Section 6. Project Management & Reporting.

6.1 Project Manager. At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the services being provided under this Contract.

6.2 Review Meetings. During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

6.3 Reports. At the next scheduled meeting after which any party has identified in writing a

problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, 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. For as long as a problem remains unresolved, written reports shall identify:

6.3.1 Any event not within the control of the Contractor or the Department that accounts for the problem;

6.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

6.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

6.3.4 Any request or demand for services by one party that another party believes are not included within the terms of this Contract.

6.4 Problem Reporting Omissions. The Department's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Department may have. The Department's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

6.5 Change Order Procedure. The Department may at any time request a modification to the Scope of Work using a Change Order. The following procedures for a change order shall be followed:

6.5.1 Written Request. The Department shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

6.5.2 The Contractor's Response. The Contractor shall submit to the Department a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.

6.5.3 Acceptance of the Contractor Estimate. If the Department accepts the estimate

presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.

6.5.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

Section 7. Limitation of Liability.

The Contractor expressly acknowledges that the contracted services and underlying program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project the Contractor shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Department's right to terminate the Contract pursuant to the termination provisions.

Section 8. Intellectual Property, Patent & Copyright.

8.1 Rights in Data. The Department shall be and shall remain the owner of all data and records provided to the contractor. The Contractor will not use the Department's data and records for any purpose other than providing services under the contract, nor will any part of the data and records be disclosed, sold, assigned, leased, or otherwise disposed to third parties or commercially exploited by or on behalf of the Contractor.

8.2 Ownership of Work Product. The Department shall own all work products developed or furnished in connection with the Contract by the Contractor or any subcontractor (the "Work Product"). The Contractor shall require that all agreements with subcontractors provide for the irrevocable assignment of rights to the Department, without additional consideration of all Work Products of the subcontractors. The Contractor shall give the Department all assistance reasonably requested by

the Department to perfect the Department's ownership of all Work Products, including the execution and delivery of documents assigning title to such Work Product to the Department. All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the Department. The Department shall grant the Contractor a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the Work Product for the purposes of complying with this Agreement or any relevant provision of state or federal law.

8.3 Publications. Prior to completion of all services required by this Contract, Contractor shall not publish in any format any final or interim report, document, form or other material developed as a result of this Contract without the express written consent of the Department. Upon completion of all services required by this Contract, Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Department has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Department and that it does not necessarily reflect the opinions, findings and conclusions of the Department.

Section 9. Warranties.

9.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

9.2 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and Works produced, or

provided to the Department pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Works. The Contractor represents and warrants that the concepts, materials and Works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.

9.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

9.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

9.5 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Department will not have any obligations with respect thereto.

9.6 Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

9.7 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the applicable industry standards in the performance of this Contract.

9.8 Technology Updates. The Contractor represents and warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

Section 10. Contract Administration.

10.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Contractor (unless required by law).

10.2 Incorporation of Documents. To the extent this Contract arises out of an RFP, the RFP, RFP amendments and written responses to bidders' questions (collectively RFP) and the Contractor's Proposal submitted in response to the RFP, and this Contract form the Contract between the Contractor and the Department and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 Order of Priority. In the event of a conflict between the Contract, the RFP and the Contractor's Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) Proposal.

10.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and

accessibility plans and policies regarding services to clients. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

10.6 Procurement and Subcontracting. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations. All obligations imposed on Contractor through the terms of this Contract apply to any and all subcontractors and shall be included in all subcontracts.

10.7 Non-Exclusive Rights. This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar or identical to the Scope of Work described in this Contract during the term of this Contract.

10.8 Non-Supplanting Requirement. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

10.9 Compliance with Iowa Code ch. 8F. The Contractor shall comply with Iowa Code ch. 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Department.

10.10 Amendments. This Contract may be amended in writing from time to time by mutual

consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, the same shall be deemed incorporated herein by reference. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

10.11 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Contractor.

10.12 Use of Third Parties. The Department acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Department in writing of all subcontracts relating to services to be performed under this contract prior to the time the subcontract(s) become effective. The Department reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.

10.13 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or

Federal court, which may be available to the Department or the State of Iowa.

10.14 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10.15 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

10.16 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

10.17 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

10.18 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

10.19 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Department and the Contractor for the services provided in connection with this Contract.

10.20 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

10.21 Notice. Any and all notices, designations, consents, offers, acceptances or any other

communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth on the Contract Declarations & Execution page(s). Each such notice shall be deemed to have been provided:

10.21.1 At the time it is actually received; or,

10.21.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

10.21.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

10.22 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

10.23 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

10.24 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

10.25 Authorization. Each party to this Contract represents and warrants to the other parties that:

10.25.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

10.25.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.26 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

10.27 Records Retention and Access

10.27.1 The Contractor shall maintain accurate, current, and complete records of the financial activity of this contract, including records that adequately identify the source and application of funds throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Cash contributions made by the Contractor and third party in-kind (property or service) contributions shall be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.

10.27.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

10.27.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Department.

10.27.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

10.27.5 The Contractor shall permit the Department of Human Services, the Auditor of the State of Iowa or any other authorized

representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Department reserves the right to address the board or other managing entity regarding performance and expenditures.

10.27.6 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

10.28 Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the Department if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Department that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships. Contractor shall provide the Department with a copy of any written audit findings or reports, whether in draft or final form, within 24 hours following receipt by the Contractor. The

requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

10.29 Qualifications of Staff. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

10.30 Solicitation. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

10.31 Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

10.32 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

10.33 Delays or Impossibility of Performance. Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court

orders that restrict Contractor's ability to deliver the goods or services contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Department. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of services not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

10.34 Suspensions and Debarment. The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. The Contractor shall execute the certification regarding debarment, which is attached to this Contract.

10.35 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. § 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Contractor shall execute the certification regarding lobbying restrictions, which is attached to this Contract.

10.36 Tobacco Smoke Prohibited. The Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor shall execute the Certification of

Compliance with the Pro-Children Act of 1994, attached to this Contract.

10.37 Conflict of Interest. No relationship exists or will exist during the contract period between the contractor and the Department that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. In the event a conflict of interest is proven to the Department, the Department shall terminate the contract, and the Contractor shall be liable for any excess costs to the Department as a result of contract default. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any related party transaction to the Department. Written approval from the Department shall be required prior to such transaction.

10.38 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.39 Certification regarding sales and use tax. By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the Department may declare the contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

10.40 Right to Address the Board of Directors or Other Managing Entity. The Department reserves the right to address the board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Department determines appropriateness.

10.41 Repayment Obligation. In the event that any state and/or federal funds are deferred and/or

disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Department for the full amount of any claim

disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.