

CONTRACT DECLARATIONS AND EXECUTION

RFP or Informal Solicitation #	Contract #
RFP #MED-18-033	MED-19-012

Title of Contract
Member Management, Consumer Assistance, and Eligibility Help Desk Services for Iowa Medicaid and <i>hawk-i</i> Programs

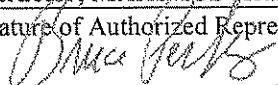
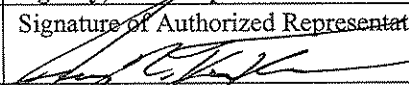
This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Kera Oestreich Iowa Medicaid Enterprise 100 Army Post Road Des Moines, IA 50315 Phone: (515) 256-4892
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Kera Oestreich Iowa Medicaid Enterprise 100 Army Post Road Des Moines, IA 50315	Agency Contract Owner (hereafter "Contract Owner") / Address: Michael Randol Iowa Medicaid Enterprise 100 Army Post Road Des Moines, IA 50315
E-Mail: koestre@dhs.state.ia.us	E-Mail: mrandol@dhs.state.ia.us
Phone: (515) 256-4892	
Contractor: (hereafter "Contractor")	
Legal Name: MAXIMUS Health Services, Inc.	Contractor's Principal Address: 1891 Metro Center Drive Reston, VA 20190
Tax ID #: 260307682	Organized under the laws of: State of Indiana
Contractor's Contract Manager Name/Address ("Notice Address"): Charles K. Sweeney, Assistant General Counsel MAXIMUS 1891 Metro Center Drive Reston, VA 20190	Contractor's Billing Contact Name/Address: Fatima A. McCasland, Vice President, Health West MAXIMUS 625 Coolidge Drive, Suite 100 Folsom, CA 95630 Phone: (916) 673-4086
Phone: (303) 285-7557	
E-Mail: CharlesKSweeney@Maximus.com	

Contract Information	
Start Date: 07/01/18	End Date of Base Term of Contract: 06/30/21
Possible Extension(s): The Agency shall have the option to extend this Contract up to 3 additional 1-year extensions.	
Contractor a Business Associate? Yes	Contractor subject to Iowa Code Chapter 8F? No
Contract Include Sharing SSA Data? No	Contractor a Qualified Service Organization? Yes
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Contingent on Approval of Another Agency: Yes Which Agency? CMS
Security & Privacy Office Data Confirmation Number: N/A	
Contract Payments include Federal Funds? Yes The contractor for federal reporting purposes under this contract is a: Vendor DUNS #: 078402994 The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.778	Federal Awarding Agency Name: Department of Health and Human Services/Centers for Medicare and Medicaid Services
Grant Name: Medical Assistance Program	

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract 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.

Contractor, MAXIMUS Health Services, Inc.		Agency, Iowa Department of Human Services	
Signature of Authorized Representative: 	Date: 07.27.18	Signature of Authorized Representative: 	Date: 7-30-18
Printed Name: Bruce Perkins		Printed Name: Jerry R. Foxhoven	
Title: Sr. Vice President		Title: Director	

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

“Business Hours” means 8:00 AM thru 5:00 PM Central Time, Monday through Friday, excluding State holidays.

“Call Center” means the primary point of contact for general Medicaid and *hawk-i* Member health care, benefit and enrollment questions, as well as health care coverage and Level 1 Help Desk support for ELIAS.

“Choice Counseling” means activities such as answering questions and providing information (in an unbiased manner) on available MCO or PAHP delivery system options, and advising on what factors to consider when choosing among them and in selecting a primary care provider.

“Enrollment Activities” means activities such as distributing, collecting, and processing enrollment materials and taking enrollments by phone or in person.

“Enrollment Broker” means an individual or entity that performs Choice Counseling or Enrollment Activities, or both.

“Enrollment Services” means Choice Counseling or Enrollment Activities, or both.

“Healthy and Well Kids in Iowa Board” or **“hawk-i Board”** means the board established within Iowa Code § 514I.5 to establish policy for, direct the Agency on, and adopt rules for the *hawk-i* program. The *hawk-i* Board has also established bylaws that further define rules governing the board.

“Healthy Behaviors” are actions Members must complete in order to continue receiving free coverage under the Iowa Health and Wellness Plan after the first year of coverage. These actions include completing a health risk assessment and a wellness exam. More information can be found at this link: <http://dhs.iowa.gov/ime/about/iowa-health-and-wellness-plan/healthybehaviorsprogram>.

“Iowa Health and Wellness Plan” or **“IHAWP”** provides comprehensive health coverage at low or no cost to Iowans between the ages of 19 and 64, who have an income that does not exceed 133 percent of the federal poverty level, and who are not otherwise eligible for Medicaid or Medicare. The majority of IHAWP Members are enrolled in managed care.

“IME Units” are the professional and system services contractors within the IME that perform the majority of Iowa Medicaid program business functions under performance-based contracts.

“Medical Assistance Advisory Council” or **“MAAC”** means the committee established within Iowa Code § 249.4B to comply with 42 C.F.R. § 431.12, to advise the Medicaid agency about health and medical care services. 42 C.F.R. § 438.104 mandates that the Agency also consult with this committee in reviewing marketing materials submitted by MCOs and PAHPs. Iowa Admin. Code r. 441-79.7 further defines rules governing the MAAC.

“Member” means an individual enrolled in Iowa’s Medicaid or CHIP (*hawk-i*) Program.

“Qualified Entity” means an enrolled employee of a Presumptive Provider, who is certified by DHS and is authorized to make presumptive eligibility determinations. A Presumptive Provider who meets the Qualified Entity requirements must agree to the terms and conditions in an electronically maintained Memorandum of Understanding (MOU) with the Department of Human Services.

1.2 Contract Purpose.

The parties have entered into this Contract for the purpose of retaining the Contractor to perform Member Services functions and other related activities for the Iowa Medicaid and *hawk-i* programs, as well as support related to assisting Iowans in their application for health care coverage and providing Level 1 Help Desk support for the integrated eligibility system (ELIAS).

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.1 General Obligations

A. Independence and Conflict of Interest Safeguard Requirements.

The Contractor, its affiliated companies (“affiliates”), and its subcontractors shall meet the following independence and conflict of interest safeguard requirements.

1. To qualify as “independent,” the Contractor, its affiliates, or subcontractors may not:
 - a. Be any MCO or PAHP contracted with the Agency and in which the Contractor provides Enrollment Services;
 - b. Own or exert control over (and vice versa) any MCO or PAHP contracted with the Agency and in which the Contractor provides Enrollment Services, through:
 - i. Stock ownership;
 - ii. Stock options and convertible debentures;
 - iii. Voting trusts;
 - iv. Common management, including interlocking management; and
 - v. Contractual relationships.
 - c. Have a present or known future, direct or indirect financial relationship that requires the Contractor, its affiliates, or its subcontractors to code, file, process and/or pay patient claims for any MCO or PAHP contracted with the Agency.
2. The Contractor, its affiliates, or subcontractors shall remain free from conflict of interest. To qualify as conflict-free, any person who is the owner, employee, or consultant of the Contractor, its affiliates, or subcontractors, or has any contract with them, may not:
 - a. Have any direct or indirect financial interest in any entity or health care provider that furnishes services in the State in which the broker or subcontractor provides Enrollment Services;
 - b. Have been excluded from participation under title XVIII or XIX of the Act;
 - c. Have been debarred by any Federal agency; or
 - d. Have been, or is now, subject to civil money penalties under the Act.

B. Staffing.

1. The Contractor shall designate individuals as “key personnel,” subject to Agency continued approval. The Agency reserves the right to interview any and all candidates for named key positions prior to approving the personnel. Special requirements for key personnel are as follows:
 - a. Account Manager. Responsible for the overall service delivery of the team, complying with contractual requirements and meeting the Agency’s expectations. The Account Manager shall be responsible for Contract compliance and general project oversight. The Account Manager must adopt an exemplary behavior; also he or she must collaborate, and cultivate and promote the spirit of trust and professionalism with the Agency, other IME Units, and stakeholders. The Account Manager shall represent the Contractor and be the primary liaison with the Agency. Minimum qualifications include:
 - i. Three years of experience in account management or major supervisory role for government or in the private sector as a healthcare payer or provider.
 - ii. Bachelor’s Degree or at least 4 years relevant experience to the position.

- iii. Previous management experience with Medicaid, specifically member management, managed care, LTSS, communications and soft skills management, and knowledge of HIPAA rules and requirements, is desired.
 - b. Transition Manager. Responsible for facilitating all planning and operational readiness activities necessary to ensure a successful transition. This position will no longer be required once the Contractor has successfully transitioned to operations. The Transition Manager may also serve as the Account or Operations Manager. Minimum qualifications include:
 - i. Three years of experience in account management or major supervisory role for government or in the private sector as a healthcare payer or provider.
 - ii. Bachelor's Degree or equivalent relevant experience to the position.
 - c. Operations Manager. Responsible for day to day Call Center operations management and supervision. Minimum qualifications include:
 - i. Four years of experience managing call center operations in a healthcare environment similar in scope and volume to the Iowa Medicaid Program. The experience shall include call center operations and soft skills management, quality management, and knowledge of HIPAA rules and requirements.
 - ii. Bachelor's Degree or equivalent relevant experience to the position.
 - d. Critical Member Issues Liaison. Responsible for day to day project management and supervision of critical member issues. Minimum qualifications include:
 - i. Three years of experience in a healthcare environment similar in scope and volume to the Iowa Medicaid Program. The experience shall include communications, member relations, conflict resolution, analytics, managed care, LTSS, and behavioral health.
 - ii. Bachelor's Degree or equivalent relevant experience to the position.
- 2. Named key personnel shall:
 - a. Be committed to the project full time and co-located with Agency staff at the IME permanent facility in Des Moines, Iowa;
 - b. Be onsite during normal Business Hours to respond to questions and concerns related to the Contract, except for routine absences or participation in required off-site meetings. Account Manager and Operations Manager positions are required to communicate absences with the Agency contract manager and provide suitable coverage during extended absences;
 - c. Provide policy advice and support to the Agency and participate in meetings with the Agency as subject matter expert;
 - d. Prepare and present status updates periodically to the Agency and other stakeholders, as requested by the Agency;
 - e. Comply with all timelines in the Agency-approved project work plans; and
 - f. Develop and maintain a plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of key personnel for vacation and other reasons. Any planned absences of key personnel shall be immediately communicated to the Agency. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the primary staff member is absent.
- 3. The Agency reserves the right of prior approval for any replacement of the key personnel:
 - a. The Contractor must commit named key personnel to the project on or before the conclusion of the transition period of the Contract and for at least six months, and must not replace key personnel during this period except in cases of termination, death, or the key person's resignation.
 - b. The Contractor shall provide the Agency with a minimum of 15 days' notice prior to any proposed transfer or replacement of named key personnel. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of named key personnel;

- c. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing;
 - d. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position; and
 - e. The Agency may waive requirements (a) through (d) above upon presentation of good cause by the Contractor. In those instances when good cause is granted, the Contractor commits to replacing key personnel within thirty days (30) of the departure of a key person and to providing temporary personnel in the interim that are capable of maintaining operational performance at acceptable levels.
4. The Contractor shall provide the following non-managerial positions:
 - a. Call Center staff, including management, supervisory, and support personnel, to maintain on-site Call Center operations, consistent with the requirements of this Contract. Call Center staff shall have adequate work experience and expertise to perform all Contract requirements.
 - b. Web content staff with experience utilizing web content management software and with the capacity to assemble content and update the Agency's Medicaid and *hawk-i* webpages;
 - c. Communications staff with experience utilizing Adobe Illustrator, Photoshop and InDesign; and
 - d. Quality assurance/quality control staff.
 5. The Contractor shall provide an updated table of organization to the Agency by the 10th calendar day of each month following any staffing changes.
 6. The Contractor shall primarily recruit Des Moines-based professionals and ensure that as many staff as possible directly associated with the provision of Contract services are collocated at the IME's permanent facility to ensure collaboration with Agency staff. See Special Contract Attachment 3.2.

C. System and Software Requirements

1. The Contractor shall utilize and maintain systems and software listed in Attachment 3.2, as necessary, to support all Contract functions.
2. The Contractor shall maintain all current program information within the Agency's computer network.

D. Receipt of Checks

1. In the event that the Contractor receive checks or money orders related to the work that it performs, the Contractor shall deliver them to the Revenue Collections contractor's designated point of contact for daily deposits.

E. Appeals and Hearings

1. The Contractor shall provide expertise and necessary assistance in any stage of the appeal process concerning Member *hawk-i* and IHAWP premiums that result in an appeal, including but not limited to:
 - a. Research issues as necessary;
 - b. Provide administrative support in preparing for and participating in appeals;
 - c. Provide written statements; and
 - d. Provide expert testimony where appropriate to defend Agency decisions.
 - e. The Contractor shall submit a quarterly appeals summary report to the Agency, detailing Contractor appeal activities for the quarter and recommendations for process improvements related to unfavorable ALJ decisions.

F. Quality Improvement

1. The Contractor shall implement quality improvement procedures that are based on proactive improvements rather than retroactive responses. The Contractor must understand the nature of and participate in quality improvement procedures that may occur in response to critical

situations and shall assist in the planning and implementation of quality improvement procedures based on proactive improvement. Duties include but are not limited to:

- a. Monitor the quality and accuracy of the Contractor's own work.
- b. Perform continuous workflow analysis to improve performance of Contractor functions and submit quarterly reports of the quality assurance activities, findings and corrective actions (if any) to the Agency electronically.
- c. Provide the Agency with a description of any changes to the workflow for approval prior to implementation.

G. Performance Reporting and Corrective Actions

1. The Contractor shall submit monthly performance reports using an Agency-approved format, similar to the sample in Attachment 3.4, detailing all deliverables and performance measures that have been met or unmet during the month. This report shall be submitted with the monthly invoice.
2. The Contractor shall provide written notification to the Agency within two business days of discovery of any problems, concerns, or issues of non-compliance.
3. The Contractor shall maintain records of such reports and other related communications issued in writing during the course of Contract performance.
4. The Contract Owner has final authority to approve problem-resolution activities.
5. The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.
6. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a corrective action plan to resolve the Deficiencies, subject to Agency approval.

H. Requests for Information

1. The Contractor shall respond to Agency requests for information and other requests for assistance within the timeframe that the Agency specifies. The Contractor shall provide information in response to:
 - a. Freedom of Information Act (FOIA) requests;
 - b. Requests for Information (RFIs) from Iowa Legislators;
 - c. Open Records Act requests, as required in Iowa Code Chapter 22; and
 - d. Miscellaneous requests.
2. The Contractor shall comply with information protocols and response timeframes determined by the Agency.

I. Call Center General Requirements

1. The Contractor shall staff and operate the Call Center located at the IME permanent facility during Business Hours.
2. The Contractor shall be responsible for answering the Agency's dedicated toll-free telephone lines to provide general information on the Medicaid and *hawk-i* programs; Medicaid and *hawk-i* Member health care questions; enrollment and Choice Counseling questions and assist with Member inquiries, education and communication; and to provide general information on consumer health care questions, assist consumers with health care applications, and provide Level 1 Help Desk support for the Agency eligibility system. The toll free numbers are: 1-800-338-8366 for Medicaid Members; 1-800-257-8563 for *hawk-i* Members; and 1-855-889-7985 for the DHS Contact Center.
3. Call Center staff shall be professional, well-trained, and courteous personnel who quickly and accurately respond to callers, provide information, and gather demographic information about the caller when necessary.

4. The Contractor shall ensure that all customer service representatives (CSRs) identify themselves by first name only when answering calls, treat callers with dignity and respect, and ensure each caller's right to privacy and confidentiality.
5. The Contractor shall ensure that calls received outside of Business Hours receive a voice message that lists the hours of Call Center availability.
6. The Contractor shall immediately notify the Agency of any incident of telephone service downtime occurring during Business Hours. For downtime occurring outside Business Hours, the Contractor shall notify the Agency at the beginning of the next business day. Monthly status reports shall include the date, time, number of minutes of duration, cause and resolution of each downtime incident.
7. The Contractor shall coordinate with the Agency's telephone system vendor to ensure the telephone system, at minimum:
 1. Is programmed to provide recorded directions on its use to callers in English and in Spanish;
 2. Has access for a telecommunication device for persons who are deaf or hearing impaired (TDD). The current TDD number of 1-800-735-2942 shall be used;
 3. Has access to interpreter services when there is not a customer service representative available who speaks the caller's language. Contractor staff shall initiate the interpreter services via conference call so that callers will not have to hang up and redial in order to access these services.
 4. Has interactive voice response (IVR) capabilities, and has the ability to:
 - i. Effectively manage all calls received by the IVR;
 - ii. Assign incoming calls to available customer service representatives; and
 - iii. Provide greeting and educational messages (in English and Spanish) approved by the Agency while callers are on hold.
 - iv. Record and aggregate Call Center statistics for each separate toll free number, to include:
 - o Number of incoming calls;
 - o Number of calls routed to the general voice mail box during Business Hours;
 - o Number of calls routed to the voice mail box during hours when the Call Center is closed;
 - o Number of answered calls;
 - o Average number of calls answered;
 - o Average speed to answer after the call clears the IVR and is in queue;
 - o Average talk time;
 - o Number and percentage of calls answered in less than sixty (60) seconds;
 - o Number and percentage of calls placed on hold and the average length of wait times;
 - o Number and percentage of abandoned calls once queued, length of time until each call is abandoned and the call abandonment rate; and
 - o Number of outbound calls made.

J. Centralized Email Mailboxes.

1. The Contractor shall manage assigned Agency centralized email mailboxes for communication with Members, authorized representatives, stakeholders, and any other applicable entities necessary to support Contract functions.

K. Branding

1. The Contractor shall not reference the Contractor's corporate name in any Deliverables associated with this Contract and shall not mark Deliverables as confidential or proprietary.

1.3.1.2 Transition

- A. Planning.** The Contractor shall develop, maintain, and comply at all times with the following, subject to Agency approval:
1. Project work plans. Work plans include:
 - a. A transition plan detailing Contractor's strategy to implement the staff, systems, applications, software, and services contemplated by this Contract;
 - b. An operations plan detailing the daily performance of all required activities by the Contractor, including required coordination and safeguards;
 - c. An internal communications plan specifying expectations for all parties involved. This plan shall be developed in consultation with the Agency;
 - d. A quality assurance plan detailing requirements and timeframes for monitoring the quality and accuracy, as well as continuous workflow analysis, of the Contractor's functions.
 - e. A reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plan requirements include but are not limited to:
 - i. Use of standard naming conventions;
 - ii. Templates for standardized reports that may be necessary to implement the project. The Contractor shall revise report content as needed and upon Agency request;
 - iii. Use of the Agency-designated sharepoint site to upload reports, with links sent to relevant Agency staff via email;
 - iv. Detail of whom the reports should be delivered to for review and approval, as necessary;
 - v. Any posting requirements for external stakeholders;
 - vi. Frequency and due dates for reports;
 - vii. An Agency report monitoring tool similar to the sample in Attachment 3.3; and
 - viii. A monthly performance reporting tool similar to the sample in Attachment 3.4.
 - f. A training plan detailing requirements for adequate, accurate and timely training of staff, to include but not limited to:
 - i. Training of Contractor staff in all systems, applications, and software that they will use, to include identification of Contractor's "train the trainer" staff responsible for training Contractor staff on iterative ELIAS system upgrades.
 - ii. Training of Contractor staff on privacy and security policies and procedures to include but not limited to:
 - a) Orienting new employees on privacy and security policies and procedures;
 - b) Conducting periodic review sessions on privacy and security policies and procedures; and
 - c) Developing lists of personnel to be contacted in the event of a potential or suspected security breach;
 - iii. Training of Contractor staff in Medicaid and *hawk-i* policies, the Affordable Care Act, the Health Benefits Exchange, the Iowa Health and Wellness Plan, and operational procedures required to perform the Contractor's functions under the Contract.
 - iv. Training of CSRs on call center soft skills.
 - v. Continuous standard operating procedures training process for Contractor staff. At minimum, the Contractor shall train staff when:
 - a) New staff or replacement staff are hired;
 - b) New policies or procedures are implemented; and
 - c) Changes are made to any existing policies or procedures prior to the change's implementation if possible, and if not, concurrent with the change's implementation.

- vi. Training of Agency employees and other Agency contractors, as requested. Such training shall be at no additional cost to the Agency.

Each plan shall generally adhere to the approximate timing and requirements set forth in Section 1.3.1.3 and 1.3.2, to include, at minimum:

- a. Definition of each project activity;
 - b. Sequence of activities;
 - c. Identification of who is responsible for each project activity;
 - d. Defined deliverables and outcomes;
 - e. Timeframe in which each activity will be completed;
 - f. A plan update schedule, which shall include updates no less frequently than quarterly; and
 - g. Identification of Agency responsibilities and expectations.
2. Standard operating procedures (SOPs).
 - a. SOPs shall be maintained in the Agency-prescribed format using standard naming conventions in the documentation.
 - b. SOPs shall document the processes and procedures used by the Contractor in the performance of its obligations under this Contract, including but not limited to:
 - i. Notification and issue escalation procedures and timelines; and
 - ii. Policy manuals required.
 - c. SOPs shall be updated with any changes to the methods and procedures used by the Contractor in the performance of its duties under this Contract. The Contractor shall document all changes within 30 calendar days of the change, subject to Agency approval.
 - d. The Contractor shall use version control to identify the most current documentation and any previous versions, including their effective dates.
 - e. The Contractor shall provide all documentation in electronic form and store all documentation within the Agency-designated repository.
 - f. SOPs shall be reviewed with the Agency no less than annually.
 3. The Contractor shall develop and maintain a training manual. This manual shall be available in paper and electronic formats. The Agency shall be provided access to the training manual. All training material containing policy information regarding the Affordable Care Act, Medicaid, *hawk-i*, or other Agency programs shall be approved by the Agency prior to presentation of the material to Contractor staff.

B. Operational Readiness

1. The Contractor shall prepare for the onset of operations in the existing Agency environment. This includes but is not limited to the following:
 - a. Review the turnover plan from the current contractor;
 - b. Utilize the Agency's comprehensive operational readiness checklist of its start-up activities;
 - c. Ensure that all checklist activities have been satisfactorily completed and signed-off by the Agency;
 - d. Develop and implement a corrective action plan for all outstanding activities for review and approval by the Agency;
 - e. Conduct training for its staff;
 - f. Gather and document all Agency technical and operational requirements pertaining to work performed under this Contract;
 - g. Produce and update all operations documentation and obtain Agency approval of each iteration;
 - h. Establish Agency-approved interfaces, as necessary; and
 - i. Obtain written approval from the Agency to start operations.
2. The Contractor shall work proactively with the Agency and the outgoing contractor to take over the management of any work that remains open when the outgoing contract ends on June

30, 2018, including but not limited to, Member mailings, Member enrollments, and Member inquiries identified in Contract Section 1.3.1.3.

1.3.1.3 Operations

A. Managed Health Care: Enrollment Broker

After the Agency determines initial and renewal eligibility, Medicaid and *hawk-i* eligible applicants are enrolled into a MCO for health benefits and/or a PAHP for dental benefits. The Contractor shall serve as the managed care Enrollment Broker for all Medicaid and *hawk-i* MCOs and PAHPs.

Duties include but are not limited to:

1. Information and Choice Counseling
 - a. Provide all enrollment and Choice Counseling information to enrollees and potential enrollees in a manner and format that may be easily understood and is readily accessible by such enrollees and potential enrollees. This includes:
 - i. Utilize the enrollee or potential enrollee support system required in 42 C.F.R. § 438.71.
 - ii. Submit all written materials to the Agency for approval prior to use.
 - b. Provide enrollees and potential enrollees information specific to each MCO and PAHP. A summary of the following information is sufficient but the Agency or Enrollment Broker must provide more detailed information upon request:
 - i. Benefits covered;
 - ii. Cost sharing, if any;
 - iii. Service area;
 - iv. Names, locations, telephone numbers of, and non-English language spoken by current contracted providers, including identification of providers that are not accepting new patients. For MCOs and PAHPs, this includes at a minimum, information on primary care physicians, specialists and hospitals.
 - v. A listing of all enrollee rights and responsibilities including the right to file a grievance or appeal and the manner in which such may be filed; and
 - vi. Benefits that are available under the state plan but are not covered under the contract including how and where the enrollee may obtain those benefits, any cost sharing, and how transportation is provided. This includes a counseling or referral service that the MCO or PAHP, entity does not cover because of moral or religious objections.
 - c. Thoroughly understand and be able to convey information to Medicaid and *hawk-i* eligible persons the Agency's managed care auto-assignment policy and process. This includes enrollment choice period, tentative assignment, good cause disenrollment, and renewal choice period.
2. Enrollment in a MCO or PAHP
 - a. Assign Members to an MCO and/or PAHP according to Agency program rules.
 - b. With limited exceptions, enrollees must remain enrolled with the plan for twelve months. After each twelve-month period, the Contractor shall support the Agency and other IME Units in coordinating letters to enrollees advising them that they may change plans.
 - c. Support the Agency and other IME Units in developing enrollment packets and coordinating the delivery to enrollees.
3. Disenrollment from a MCO or PAHP
 - a. Upon receipt of a request for MCO or PAHP disenrollment, follow Agency policy for the demonstration of good cause.
 - b. When good cause is established, disenroll the enrollee and process a new enrollment as applicable.
 - c. In no case may the Contractor disenroll a Member outside established policies developed by the Agency, unless the Agency first grants approval of such disenrollment.

- d. Make a disenrollment determination and process request within 45 calendar days of the request, or the disenrollment is considered approved.
4. Respond to individual requests for information and, when appropriate, take the following actions:
 - a. Inform enrollees or authorized representatives of their rights, in accordance with 42 C.F.R. § 438.10(f)(6).
 - b. Inform enrollees or authorized representatives of their state fair hearing rights for any enrollee dissatisfied with a state agency determination that there is not good cause for disenrollment, in accordance with 42 C.F.R. § 438.400 through § 438.424.
 - c. Inform enrollees or authorized representatives of the Member's rights and responsibility regarding participation in managed care, in accordance with 42 C.F.R. § 438.10(f)(6).
5. Maintain enrollment/eligibility data, eliminating duplicate enrollee records by ensuring non-overlapping enrollment segments with coordination of all other Agency eligibility systems.
6. Update the date tables related to the MHC subsystem on an annual basis.
7. Provide, gather and collate materials necessary for any state or federal reviews and/or audit and participate in such reviews and/or audit as requested by the Agency.
8. Comply with all federal and state laws and regulations including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 regarding education programs and activities; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act; and the Patient Protection and Affordable Care Act (PPACA) Section 1557.
9. Send Agency-approved publications to Members or authorized representatives, providers, and stakeholders, upon request.
10. Advise the Agency of any access issues that may be brought to the attention of Contractor staff from calls from Members or others.
11. The Contractor shall submit a weekly and monthly ongoing report to the Agency, detailing Call Center activity related to Enrollment Broker functions, to include:
 - a. Telephone service downtime as specified in Section 1.3.1.1.I.6;
 - b. Call statistics as specified in Section 1.3.1.1.I.7.d.iv; and
 - c. Staffing levels.
12. Submit to the Agency monthly summary reports of enrollment and disenrollment activity to include but not limited to:
 - a. Number of enrollment requests received by MCO and PAHP,
 - b. Number of enrollments processed; and
 - c. Number of in-person, telephone and online Member contacts.
13. Refrain from ever:
 - d. Discriminating in Choice Counseling or Enrollment (and disenrollment) Activities;
 - e. Enrolling or disenrolling Members on the basis of health status or need for health services; or
 - f. Discriminating against enrollees on the basis of race, color, sex, age, disability or national origin and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, sex, age, disability or national origin.

B. Member Inquiry and Relations

1. The Contractor shall accept, research and respond to Member inquiries.
2. The Contractor shall refer MCO and PAHP enrolled Members to the assigned MCO or PAHP, as applicable, for benefits and claim information. The Contractor shall answer eligibility, enrollment, and premium questions for both the fee for service and managed care populations.
3. The Contractor shall track and trend Member inquiries from initial receipt through resolution, identifying any issue that may cause the Contractor to exceed resolution time guidelines. The Contractor shall make recommendations to the Agency to ensure ongoing compliance with guidelines.

4. The Contractor shall provide monthly reports by the tenth business day of the following month or as required by the Agency indicating potential trends in enrollment, Member complaints, or access to care issues.
5. The Contractor shall verify accurate spelling of Member names and addresses in the eligibility files follow the address change process approved by the Agency.
6. The Contractor shall order needed Member claim histories from the system within one business day of request for billing inquiries with date of service too old to be seen on the Agency claims system.
7. The Contractor shall track Member inquiries to completion using the workflow process tool provided by the Agency.
8. The Contractor shall respond to inquiries submitted via e-mail from the *hawk-i* website.
9. The Contractor shall document each call in the Agency approved call log system through the use of specific category codes. The Contractor shall document at minimum:
 - a. Whether the caller is a *hawk-i* or Medicaid Member;
 - b. The reason for the Member's inquiry;
 - c. The resolution provided; and
 - d. Copies of any notification sent related to the inquiry.
10. The Contractor shall submit a weekly and monthly ongoing report to the Agency, detailing Call Center activity related to Member Inquiries, to include:
 - a. Telephone service downtime as specified in Section 1.3.1.1.I.6;
 - b. Call statistics as specified in Section 1.3.1.1.I.7.d.iv;
 - c. Staffing levels; and
 - d. Number of calls transferred to other IME Units, Agency divisions, or State agencies, as well as who they were transferred to.
11. The Contractor shall monitor the quality and accuracy of the Contractor's communications in accordance with the Agency-approved quality assurance plan.
12. The Contractor shall submit a report to the Agency on management of communications, to include timeliness and accuracy of responses, on a monthly, quarterly and annual basis.
13. Iowa Health and Wellness Plan (IHAWP) and Dental Wellness Plan Support.
The Contractor shall support operations of the IHAWP and Dental Wellness Plan including but not limited to:
 - a. Process Member medical exemptions to include but not limited to:
 - i. Mail Medically Exempt Member Survey upon request;
 - ii. Receive and process Medically Exempt Member Survey responses by telephone, mail, or fax, in accordance with Agency guidelines; and
 - iii. Receive and process Medically Exempt Attestation and Referral Forms submitted by telephone, email, fax, or mail, in accordance with Agency guidelines.
 - b. Administer the Agency-approved health risk assessment (HRA) for applicable IHAWP Members.
 - c. Provide multiple mechanisms for Members to complete the HRA, including, but not limited to phone, mail, email, or fax.
 - d. Log Member self-reported completion of Healthy Behaviors in the Agency system.
 - e. Submit a monthly report to the Agency detailing the total number of Members who have completed the HRA and Healthy Behaviors from the previous month.
 - f. Track, trend, analyze, and report to the Agency on a quarterly basis, fee for service Member complaints related to IHAWP and Dental Wellness. The report shall be broken out by month in the following categories:
 - Benefits and Services
 - Access
 - Substance Abuse/Mental Health Access
 - Quality of Care

- Medical Provider Network
- Premiums/Cost Sharing
- Healthy Behaviors
- NEMT
- EPSDT

14. Critical Member Issues.

The Contractor shall provide adequate staff to receive requests directly from the Agency to handle urgent or critical Member eligibility, enrollment, and service issues which require management and resolution. An urgent or critical issue which requires intervention to ensure resolution may include the following:

- A Member is in crisis situation that does not appear to have been addressed.
- Member may be in current placement or situation which could be deemed unsafe.
- Member has court involvement and required services may be required to be routed and provided through the MCO or PAHP.
- MCO or PAHP enrollment issues.
- Draft responses from the Agency to requests for information.
- Members with unresolved LTSS issues.

Contractor duties include but are not limited to:

- a. Upon notification by the Agency of an escalated unresolved issue, take action to resolve the issue through a collaborative process with the MCO, PAHP, and/or Agency, as applicable.
- b. Coordinate resolution efforts directly with the designated MCO, PAHP, Agency staff and/or other applicable parties.
- c. Receive notifications from the Agency and any applicable parties regarding unresolved escalated issues related to critical access to care issues.
- d. Establish and maintain ongoing communications with the designated MCO, PAHP, and/or other applicable parties as part of efforts to resolve escalated unresolved issues.
- e. Collaborate with applicable operating divisions within the Agency to communicate escalated unresolved issues and to receive feedback to be communicated to the appropriate MCO, PAHP, and/or other applicable parties.
- f. Collaborate with the designated MCO, PAHP, and/or other applicable parties to establish timeframes for resolution of escalated unresolved issues.
- g. Track and report on MCO and PAHP responses to escalated unresolved issues, including adequacy and timeliness.
- h. Consult with Agency staff regarding any questions and/or concerns related to the adequacy or timeliness of MCO and PAHP responses necessary for resolution of escalated unresolved issues.
- i. Partner with community-based organization to support efforts of helping Members access choice informing and make MCO and PAHP selections.
- j. Provide a weekly summary report to the Agency for all critical Member issues handled by the Critical Member Issues Liaison.

C. Member Outreach and Education, and IME Communications Support

1. The Contractor shall provide subject matter expert communications advice and support to the Agency in developing and implementing external communications plans and documents to be used with all stakeholders to support the Iowa Medicaid and *hawk-i* programs.
2. The Contractor shall assist the Agency with the development and execution of the ongoing external communications plan annually.
3. The Contractor shall identify, monitor and report to the Agency monthly on key communications from leading national organizations regarding Medicaid and CHIP initiatives.
4. The Contractor shall assist the Agency with the development of print materials for Members, stake holders and public uses, to include coordination of the production and dissemination of the materials.

5. The Contractor shall assist the Agency in updating, maintaining, and posting approved content to the Agency web site, including materials produced and approved from other IME Units. The Contractor shall also assist with the development of web content.
6. The Contractor shall assist the Agency with the overall IME social media strategy, including updating content, messaging and maintaining the social media calendar.
7. The Contractor shall develop, update and maintain FAQs for program changes and new initiatives.
8. The Contractor shall develop scripting to assist Call Center CSRs and Member outreach staff to provide accurate and concise information to Members, families, and stakeholders regarding the program and specific Member information. The Contractor shall also collaborate with the Agency in developing scripting for coordinating efforts with the MCOs and PAHPs for consistent messaging.
9. The Contractor shall review MCO communications related to Medicaid and *hawk-i* Members and provide feedback on the content as it relates to program rules and processes.
10. The Contractor shall organize and coordinate stakeholder and public meetings, public comment meetings for program changes, and other meetings as requested. This includes scheduling and booking event location, inviting attendees, developing and distributing meeting materials, facilitating the meetings, and taking notes during the meetings.
11. Board Administration Assistance.
The Contractor shall provide assistance to the Agency in administering the *hawk-i* Board and the Medical Assistance Advisory Council (MAAC). Duties include but are not limited to:
 - a. Produce and mail welcome letters and Board information to new members;
 - b. Collect and assist the Agency with processing paperwork for new members;
 - c. Facilitate meetings to include but not limited to:
 - i. Setting location and ensuring all members have parking information;
 - ii. Creating and distributing agendas in consultation with the Agency and Board members;
 - iii. Distributing information packets for review prior to and at meetings;
 - iv. Prepping the meeting room and setting up the webinar or conference all, as applicable;
 - v. Taking meeting minutes and attendance, including completing the Legislative Services Agency attendance form for Legislators appointed to the Board and in attendance;
 - vi. Presenting program updates as requested by the Agency; and
 - vii. Writing and distributing meeting minutes. Minutes shall be concise, free from typographical and grammatical errors, and come to logical conclusions.
 - d. Collect and assist the Agency with processing travel reimbursement and stipend information from Board members, as applicable; and
 - e. Follow up on assigned action items from previous Board meetings.
12. The Contractor shall provide collateral information to promote public events, including email blasts or website posts. The Contractor shall maintain a list of legislators, press, or stakeholder contacts for event promotion. This will not include any paid advertisements.
13. The Contractor shall provide requested data for Agency publications.
14. The Contractor shall meet with Agency staff on a monthly and as-needed basis for ongoing external communications and stakeholder engagement development.
15. The Contractor shall advise the Agency regarding materials that should be changed to meet Member needs or new legal and regulatory requirements.
16. The Contractor shall receive approval of all external communications materials from the Agency prior to publication or distribution.
17. The Contractor shall create and deliver Iowa Medicaid and *hawk-i* publications within timeframes established in the Agency-approved external communications plan. Duties include but are not limited to:
 - a. Provide content with program related information of interest to Members;

- b. Review and advise the Agency regarding materials to assure meeting federal requirements found at 42 C.F.R. 438.102 for Member communications; and
 - c. Educate Members in the appropriate use of the health care system.
- 18. The Contractor shall assist the Agency in reviewing and updating existing IME web content, to include but not limited to ensuring content meets applicable provisions of Section 508 of the Rehabilitation Act of 1973.
- 19. The Contractor shall develop, maintain, and post Agency-approved content to the IME webpage.
- 20. The Contractor shall recommend improvements for Member outreach and education.
- 21. The Contractor shall send any Agency-approved Member related publications and/or communications to Members upon request.
- 22. The Contractor shall provide Members or authorized representatives a hardcopy of the IME provider directory upon request.
- 23. The Contractor shall conduct monthly inventories, notify Agency staff to reorder, and maintain supply of designated brochures in lobby of IME building.
- 24. The Contractor shall develop and provide training to specific populations, such as Long-Term Services and Supports (LTSS), related to program changes.
- 25. The Contractor shall make recommendations for changes to Agency publications and/or trainings to better meet the needs of Members as needed.
- 26. Provide the following reports:
 - a. Monthly report of Member web site activity, including number of hits and number of inquiries received via the e-mail functionality.
 - b. Monthly report of publications distributed to Members.
 - c. Recommendations for changes to web site information and Agency publications.

D. Medicare Part A and Part B Buy-In

- 1. The Contractor shall update and maintain Medicare Part A and Part B buy-in procedure manuals and train staff to complete monthly buy-in and buy-out activities.
- 2. The Contractor shall respond to any and all inquiries from Agency partners and affiliates regarding buy-in issues.
- 3. The Contractor shall resolve errors listed on monthly error reports generated from the buy-in system based on instruction from the Agency.
- 4. The Contractor shall submit a summary report of all buy-in activity to the Agency on a monthly basis, including Contractor quality assurance activities to ensure accuracy.

E. DHS Contact Center

1. Consumer Assistance.

- a. The Contractor shall provide consumer assistance in understanding health care programs, eligibility requirements, and how to apply for coverage. Duties include but are not limited to:
 - i. Answer general questions about health care coverage options;
 - ii. Direct callers as appropriate to federal resources and other Agency resources and call centers;
 - iii. Accept calls directed from the federal Health Insurance Marketplace;
 - iv. Process outreach, education, and application mailings upon request; and
 - v. Support statistical reporting.
- b. The Contractor shall provide application assistance over the telephone. Duties include but are not limited to:
 - i. When a consumer needs assistance in completing an application, enter provided information on a paper application or into the application system, as appropriate, on behalf of the caller.
 - ii. Submit all applications, along with call recordings, to the Agency on a daily basis.

- iii. Develop a work queue, or other Agency-approved process, to refer the original application to the Agency.
 - iv. Keep a daily log of applications sent to the Agency.
 - v. Provide an application status check to Medicaid applicants that contact the DHS Contact Center.
 - c. The Contractor shall advise the Agency of any issues that need to be brought to the attention of Agency staff from calls from Members, potential members, and other callers.
- 2. **Level 1 Help Desk for the Agency Integrated Eligibility System**
 - a. The Contractor shall provide Level 1 Help Desk support during Business Hours for the Agency Integrated Eligibility System (ELIAS) Automated Benefit Management System (ABMS), Medicaid Presumptive Eligibility Portal (MPEP), and Self-service Portal (SSP). Duties include but are not limited to:
 - i. Receive calls from:
 - a) Applicants related to the SSP;
 - b) System Policy Interpretation Response System (SPIRS) staff related to the ABMS; and
 - c) Qualified Entities related to the MPEP.
 - ii. Resolve specified issues;
 - iii. Create issue tracking tickets and escalate issues to Level 2 or Level 3 Help Desks, operated by the system vendor;
 - iv. Coordinate issue resolution between Level 2 or 3 Help Desk and customer; and
 - v. Monitor daily issue ticketing file for timely resolution of issues.
 - b. The Contractor shall distribute system-specific communications to MPEP users, as directed by the Agency. This includes but is not limited to:
 - i. Communications shall be developed and approved by the Agency prior to distribution; and
 - ii. Communications shall be issued through a centralized email inbox developed by Agency.
 - c. The Contractor shall advise the Agency of any issues that need to be brought to the attention of Agency staff from calls from Qualified Entities.
- 3. **1095B Support**

The Agency is required to mail 1095B tax forms to Members by mid-January of each year. Contractor 1095B duties include but are not limited to:

 - a. Handle incoming calls generated by the Agency mailing of the 1095B tax forms to Members.
 - b. Process 1095B returned mail as a result of bad addresses. This work also includes:
 - i. Process requests for reprint of 1095B tax forms via the Agency provided systematic solution within 2 business days of receipt.
 - ii. Respond questions related to the 1095B mailing.
- 4. **Reports**

The Contractor shall submit reports to the Agency including, but not limited to:

 - a. The Contractor shall provide a weekly and monthly ongoing summary of DHS Contact Center Call Center activity to include:
 - i. Telephone service downtime as specified in Section 1.3.1.1.I.6;
 - ii. Call statistics as specified in Section 1.3.1.1.I.7.d.iv;
 - iii. Number of calls transferred to other IME Units, Agency divisions, or State agencies, as well as whom they were transferred to; and
 - iv. Staffing levels.
 - b. The Contractor shall provide a monthly summary of consumer assistance activity to include:
 - i. Number of general help calls completed;
 - ii. Number of publications requested and mailed;

- iii. Number of applications completed via telephone or mailed to consumers; and
- iv. Caller demographics.
- c. The Contractor shall provide a monthly summary of Level 1 Help Desk issue ticketing activity to include:
 - i. Number of Tier 1 and 2 completed tickets;
 - ii. Number of tickets still in follow-up or pending status;
 - iii. Demographic look based on county of Tier 1 and 2 tickets opened;
 - iv. Counts of tickets based on category;
 - v. Resolution of specified issues; and
 - vi. Volume of issue tracking tickets and escalation of issues to Level 2 or Level 3 Help Desks.

1.3.1.4 Turnover Phase

Within this final phase of the Contract, the Contractor turns over operations to a new contractor near the end of the Contract term. This phase is activated when the Agency enters into a contract with a new entity (such as a newly awarded contractor) and begins the process of transferring responsibility for operations to that entity. Once the turnover phase begins, the Contractor shall:

- A. Fully cooperate with the Agency and new entity.
- B. Develop and comply with a turnover plan detailing the activities necessary to transfer responsibility for operations to the new entity.

1.3.2 Performance Measures

- A. Appeals and Hearings
 - The Contractor shall participate in 100% of assigned appeal hearings.
- B. Call Center General Requirements
 - 1. The Contractor shall maintain a monthly service level (SL) percentage of at least 80 percent for incoming calls as calculated by the following formula:

$$SL = ((T - (A + B)) / T) * 100$$
 where T = all calls that enter the queue
 A = calls that are answered after 30 seconds
 B = calls that are abandoned after 30 seconds
 - 2. The Contractor shall maintain a call abandonment rate of five (5) percent or less.
- C. Transition
 - 1. The Contractor shall submit transition and operations plans to the Agency for approval within 15 business days after execution of this Contract, unless specified otherwise. The Contractor shall receive final approval no later than 10 business days after first submission.
 - 2. The Contractor shall submit the internal communications, quality assurance, reporting, and training plans to the Agency for approval within 20 business days after execution of this Contract. The Contractor shall receive final approval no later than 10 business days after first submission.
 - 3. The Contractor shall submit SOPs and training manual to the Agency for approval within 25 business days after the execution of this Contract. The Contractor shall receive final approval no later than 10 business days after first submission. The Contractor shall document all SOP and training manual changes within 30 calendar days of the change.
- D. Managed Healthcare Enrollment Broker:
 - 1. The Contractor shall distribute enrollment packets to eligible managed health care participants within two business days of request.
- E. Response to Inquiries (Member and DHS Contact Center):
 - 1. The Contractor shall respond to all urgent requests within four (4) hours if received prior to 1:00 pm. If received after 1:00 pm, urgent requests will be responded to by 11:00 am the next business day.

2. For ninety-five (95) percent of telephone inquiries in which a caller speaks to a CSR for which an answer is not immediately available to the CSR, the Contractor shall research and respond within two (2) business days of receipt of the inquiry.
 3. The Contractor shall acknowledge receipt within one business day of caller inquiries and provide a response within five business days.
 4. The Contractor shall respond to at least ninety-five (95) percent of e-mailed and voice mail inquiries within two (2) business days of receipt.
 5. The Contractor shall provide final resolution of 100 percent of inquiries within five (5) business days.
 6. The Contractor shall issue responses to Member billing inquiries within 20 business days of the initial inquiry, in a format approved by the Agency.
- F. Communications Support
1. The Contractor shall submit the annual external communications plan to the Agency for approval within 60 calendar days of the start of each state fiscal year. Final approval must be obtained within 15 business days of first submittal.
 2. Board Administration and Assistance.
 - a. Distribute welcome letters and information packets within one week of notification of new Board member.
 - b. Distribute MAAC and *hawk-i* Board meeting agendas no later than five business days prior to the meeting.
 - c. Submit MAAC and *hawk-i* Board meeting minutes to the Agency for review no later than two weeks after the meeting.
 - d. Process travel reimbursement and stipends no later than five business days after the meeting.
- G. Medicare Part A- & B Buy-In
1. The Contractor shall respond to 95 percent of requests regarding resolution of buy-in issues within seven business days of receipt, and complete 100 percent of requests within 15 business days of receipt.
 2. The Contractor shall complete work on monthly buy-in error reports within 30 days of issuance.
- H. Reporting
1. The Contractor shall deliver accurate and timely reports to the Agency. All submitted reports shall be concise, free from typographical and grammatical errors, and come to logical conclusions.
 2. Unless otherwise specified, the Contractor shall provide all identified reports in an Agency-approved format and in accordance with timeframes established in the Agency-approved reporting plan.
 3. The Contractor shall submit reports within the timeframes established in the Agency-approved reporting plan and according to the following schedule, unless otherwise specified within the Agency-approved reporting plan:
 - a. Weekly reports: within two business days of end of reporting period;
 - b. Monthly reports: within five business days of end of reporting period;
 - c. Semi-annual reports: within ten business days of end of reporting period;
 - d. Annual reports: within twenty business days of end of reporting period; and
 - e. Ad hoc reports: within two business days of request, unless otherwise specified.
 4. For those reports that will be released to external stakeholders, and other special reports as identified within the reporting plan, the Contractor shall:
 - a. Submit a draft to the Agency for review 30 calendar days prior to the release date.
 - b. Receive final approval of the report no later than 14 days after first submittal.

1.4 Monitoring and Review.

1.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;

- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
 - The Agency's representative will perform at minimum monthly desk monitoring of deliverables, reports, and results to determine the success of the Contractor.
 - The Agency's representative will review completed Scope of Work items, provide feedback on progress and determine if other measures are required to ensure achievement of items approved and documented.

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

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

1.5 Contract Payment Clause.

1.5.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$17,049,499.32 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

1.5.2 Payment Methodology.

- a. The Contractor will be paid a fixed amount for services rendered, in accordance with the pricing set forth in Special Contract Attachment 3.1 (i.e., the Cost Proposal).
- b. Withhold of First Payment. The Agency will withhold the first monthly payment until such time as the final work plans and SOPs are accepted by the Agency.
- c. Deliverables and Performance Measure Withholding Payment. The Contractor may invoice 92% of the fixed amount each month. The Agency will withhold 8% of the monthly amount to assure the Contractor meets required Deliverables and Performance Measures as follows:
 - i. Section 1.3.2.B Call Center General Requirements - 2% of the monthly amount
 - ii. Section 1.3.2.D Managed Healthcare Enrollment Broker – 2% of the monthly amount
 - iii. Section 1.3.2.E Member Inquiries - 2% of the monthly amount
 - iv. Section 1.3.2.H Reporting - 2% of the monthly amount

In order to claim the withhold amount, the Contractor must show in the monthly performance report that each performance measure has been met. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.

- d. Withholding of Final Payment. The Agency may withhold the last full monthly payment due at the end of the Contract until such time as the Contractor has fully completed all Turnover activities and completely closed out the Contract.

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

1.5.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the

Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

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

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

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

1.6 Insurance Coverage.

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

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

1.7 Business Associate Agreement. The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

1.8 Qualified Service Organization. The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

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

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

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

Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

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

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Force Majeure” means 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. 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 the Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

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

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law,

the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset 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 or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to

it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

2.5.4 Other remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment

Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

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

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

2.5.5.3 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;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties.

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 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 Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.7 Termination for Cause by the Contractor.

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Reserved.

2.7 Indemnification.

2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and

agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.7.1.1 Any breach of this Contract;

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

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

2.7.1.4 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;

2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.

2.8.1 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 policies required herein covering bodily injury, property damage, and wrongful acts, errors and omissions committed by the Contractor or its employees while performing professional services under this contract its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

2.8.1.1 Be occurrence based, except for the professional liability.

2.8.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies

for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.8.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.8.2 Types and Amounts of Insurance Required.

Unless otherwise requested by the Agency in writing, the Contractor and any subcontractors shall cause to be issued the following insurance coverages: insuring the Contractor and/or subcontractors against all 1) general liabilities, including products/completed operations liability, personal and advertising injury, property damage, bodily injury, contractual liability, independent contractors, and premises operations and (where applicable) 2) professional liability in the amounts specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employers liability insurance as required by Iowa law and with an employers liability limit of \$1,000,000.

2.8.3 Certificates of Insurance.

The Contractor shall submit certificates of the insurance, which indicate coverage types and limits and cancellation notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or non-renewed amended except without 30 days prior written notice to the Agency, except for the professional liability policy. The advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency, except for professional liability. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.8.4 Notice of Claim. Contractor shall provide prompt notice information to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with advise the Agency about and before any substantive settlement negotiations.

2.9 Ownership and Security of Agency Information.

2.9.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

2.9.2 Foreign Hosting and Storage Prohibited. Agency Information shall be hosted and/or stored within the continental United States only.

2.9.3 Access to Agency Information that is Confidential Information. The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.9.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The

Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations.

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.9.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

2.9.7 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 Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such

information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9.9 Contractor's Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.

2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.10.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.10.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and

conveyances set forth in Section 2.10, *Intellectual Property*.

2.10.4 Publications. Prior to completion of all services required by this Contract, the 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 Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency 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 Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the 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 Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third

party that are inconsistent with the rights granted to the Agency herein; and

2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.11.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section

of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and
2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for

similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.11.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.11.7 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 Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

2.12.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials ("Written Deliverables"). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency's Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements

unless and until the parties formally amend the Contract.

2.12.2. Reserved. (*Acceptance of Software Deliverables*)

2.12.3 Notice of Acceptance and Future Deficiencies. The Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

2.13.1 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 or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the

parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.13.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.13.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the

Contractor may be subject to other sanctions as provided by law or rule.

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

2.13.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.13.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.13.7 Amendments. This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

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

2.13.9 Use of Third Parties. The Agency 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 Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency 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 Deliverables provided 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 Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.13.10 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 conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely 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 Agency or the State of Iowa.

2.13.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.13.12 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.

2.13.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the

purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.13.14 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.

2.13.15 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. 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.

2.13.16 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, for any default of activities and obligations, and for any fiscal liabilities.

2.13.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.13.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency 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.

2.13.19 Notice. With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract 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's Contract Manager as set forth in the Contract Declarations and Execution Section. 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.

Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.13.20 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.

2.13.21 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.

2.13.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.13.23 Authorization. The Contractor represents and warrants that:

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

2.13.23.2 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.

2.13.24 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.

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of

this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) 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 seven (7) 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 seven (7) year period, whichever is later. The Contractor shall permit the Agency, 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 Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must 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.

2.13.25.1.2 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.

2.13.25.1.3 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 Agency.

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

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) 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 § 614.1(9), whichever is greater.

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend \$750,000 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 the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency 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 Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency 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 Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall

bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.13.28 Staff Qualifications and Background Checks. 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.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.13.29 Solicitation. The Contractor represents and 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.

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15)

Section 2.13.39, *Use of Name or Intellectual Property*.

2.13.31 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.

2.13.32 Delays or Potential Delays of Performance.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. 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. If a 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 Agency.

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 work 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.

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.13.35 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 Agency 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.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

2.13.38 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.13.39 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.13.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any

taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.13.41 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 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 Deliverables 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 Women, Infants, and Children (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 \$1,000.00 per day.

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

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 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 Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 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. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract 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.

2.14.2.6 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.

2.14.2.7 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.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, 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.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not

make, any payment prohibited under 45 CFR § 93.100.

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

2.14.3.3 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

2.14.3.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

2.14.3.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

2.14.3.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2.14.3.4 The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

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

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

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency 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 chapter 68B shall apply to this Contract. 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.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.14.5.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

2.14.5.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.14.5.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of

Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

2.14.7.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor’s fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code §8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 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 Agency.

2.14.8 Reserved.

SECTION 3: SPECIAL CONTRACT ATTACHMENTS

Attachment 3.1 Pricing Schedule

Attachment 3.2 Collocation

Attachment 3.3 Sample Report Monitoring Tool

Attachment 3.4 Sample Monthly Performance Reporting Tool

Attachment 3.1: Pricing Schedule

Categories of Services and Population Served	Initial Contract Years - Monthly Prices			Optional Contract Years - Monthly Prices		
	Year 1 7/1/2018 - 6/30/2019	Year 2 7/1/2019 - 6/30/2020	Year 3 7/1/2020 - 6/30/2021	Option Year 1 7/1/2021 - 6/30/2022	Option Year 2 7/1/2022 - 6/30/2023	Option Year 3 7/1/2023 - 6/30/2024
Managed Health Care: Enrollment Broker (Section 1.3.1.3.A) Medicaid population	\$ 103,933.99	\$ 119,154.94	\$ 116,845.24	\$ 114,088.68	\$ 115,834.72	\$ 117,772.57
Managed Health Care: Enrollment Broker (Section 1.3.1.3.A) hawk-i population	\$ -	\$ 26,658.04	\$ 26,141.30	\$ 25,524.59	\$ 25,915.22	\$ 26,348.77
Member Inquiry and Relations (Section 1.3.1.3.B) Medicaid population	\$ 10,532.29	\$ 10,597.08	\$ 10,556.23	\$ 10,831.10	\$ 11,013.63	\$ 11,195.65
Member Inquiry and Relations (Section 1.3.1.3.B) hawk-i population	\$ -	\$ 2,370.84	\$ 2,361.70	\$ 2,423.20	\$ 2,464.03	\$ 2,504.76
Member Outreach and Education, and IME Communications Support (Section 1.3.1.3.C) Medicaid population	\$ 31,114.35	\$ 31,305.76	\$ 31,185.09	\$ 31,997.10	\$ 32,536.34	\$ 33,074.05
Member Outreach and Education, and IME Communications Support (Section 1.3.1.3.C) hawk-i population	\$ -	\$ 7,003.91	\$ 6,976.91	\$ 7,158.58	\$ 7,279.22	\$ 7,399.52
DHS Contact Center (Section 1.3.1.3.D)	\$ 41,705.48	\$ 48,685.32	\$ 47,644.47	\$ 46,211.24	\$ 46,908.57	\$ 47,694.64
General Admin and Other	\$ 789.76	\$ 3,705.16	\$ 3,757.00	\$ 3,809.66	\$ 3,863.25	\$ 3,917.66
Total Monthly Pricing	\$ 188,075.87	\$ 249,481.05	\$ 245,467.94	\$ 242,044.15	\$ 245,814.98	\$ 249,907.62
Total Annual Cost	\$ 2,256,910.44	\$ 2,993,772.60	\$ 2,945,615.28	\$ 2,904,529.80	\$ 2,949,779.76	\$ 2,998,891.44
Grand Total For The Entire Project				\$ 17,049,499.32		

Attachment 3.2: Collocation

As part of the Contract agreement the Agency will provide the following to Contractor staff housed at the Iowa Medicaid Enterprise (IME) permanent facility:

- Cubicles with shelving/storage/desk lighting/desk tops/chairs *(see note)
- Telephones and telephone service
- Standard DHS Desktop PC or Laptop with docking station
- Keyboard and mouse
- LAN/Internet Access
- Software List (see table below)
- Access to IME laptops for occasional use
- Printing, envelopes, and postage for correspondence directly related to the Iowa Medicaid and *hawk-i* Programs
- DHS Standard Forms
- Access to storage
- Access to shredding
- Access to copiers including copy supplies, network printers, and Fax
- Access to break rooms and conference rooms
- Access to IME training equipment
- Access to courier service for pick-up and delivery of IME materials to and from specific external entities, specifically the Capitol complex and the United States Post Office

*Note: Work surfaces throughout the building have been installed at the “standard” height. If a Contractor employee is tall or short the work surface can be adjusted for that employee up or down. If an employee has pain due to equipment they are using, an ergonomic evaluation can be completed at the Contractor’s expense. If special equipment is needed based on the ergonomic evaluation, purchase of equipment is at the Contractor’s expense. If any change is needed due to a medical necessity, a note from the employee’s doctor is required. This includes lights out or on, work surfaces raised for standing purposes (more than an inch or two), etc.

Systems and Software List

Below is a list of Agency-licensed systems and software available for use on Agency computers.

Name of System/Software	Business Purpose
Adobe Acrobat/Pro	Communications support
Adobe Creative Suite, Indesign, and Photoshop	Communications support
Appeals Information System (AIS)	DHS System for appeal tracking
Adobe Illustrator	Communications support
Cisco Administrator Software	Call center management
Call Agent Software	Call center management
Cisco CallRex	Call center management software
Cisco VPN	Laptop secure connection to the DHS network
Eligibility Integrated Application Solution (ELIAS)	Agency eligibility system, used in all call center operations.
Google Mail	State email system
GoTo Meeting	Webinars
Individual Automated Benefits Calculation (IABC) System	Agency eligibility system to support LTSS, SNAP and TANF programs, used in Member call center operations.
Iowa Medicaid Portal Access (IMPA)	Secure DHS system for document uploads, used in call center operations.
Microsoft Office 2010 (Access, Excel, Powerpoint, Project, Publisher, Sharepoint, Visio, Word)	
Microsoft Windows 7 Enterprise Operating System	Operating system
MMIS	Medicaid information system (enrollment, claims), used in Member call center operations

Member Management, Consumer Assistance, and
Eligibility Help Desk Services for Iowa Medicaid and *hawk-i* Programs

OCRA	Member call center operations
OnBase Client	Workflow and document management system used with all call center operations
Premium Payment System (PPS)	Agency system for managing IHAWP and <i>hawk-i</i> Member premiums, used in Member call center
RightFax Utility Software	Fax utility software
Roxio CD/DVD Creator Basic	CD/DVD Creator
SSNI	Member call center operations
Supervisor Software	Call center management
Visio	Communications support
WinZip	Send/receive compress/ encrypted files
Worker Information System Exchange (WISE)	Agency HCBS waiver slot database contains Member info for each slot assigned, used in Member call center operations

Attachment 3.3: Sample Report Monitoring Tool

Note: this sample is for illustrative purposes only.

Report	Contract Section	Frequency	Due Date	Copy Provided to
1.3.1.1 General Obligations				
Appeals and Hearings Report		Quarterly		
Quality Assurance and Corrective Actions Report		Quarterly		
Performance Report		Monthly		
1.3.1.2 Transition				
Project Work Plans		TBD		
Operational Readiness Checklist		One-time		
1.3.1.3.A Managed Health Care: Enrollment Broker				
Enrollment Summary Report		Monthly		
1.3.1.3.B Member Inquiries and Relations				
Member Critical Issues Summary		Weekly		
1.3.1.3.C Member Outreach and Education, and IME Communications Support				
External Communications Plan		Annually		
1.3.1.3.D DHS Contact Center				

Level 1 Help Desk Ticketing Activity		Monthly		

Attachment 3.4: Sample Monthly Performance Reporting Tool

Note: this sample is for illustrative purposes only.

Business Area	Contract Section	Performance Standard	Total Completed within timeframes	Standard Met (Y/N)
Appeals and Hearings Transition		Participate in 100% of assigned appeal hearings. Submit transition and operations plans to the Agency for approval within 15 business days after Contract execution.		
Call Center General Requirements		The Contractor shall maintain a service level (SL) percentage of at least 80 percent for incoming calls.		
Managed Healthcare Enrollment Broker		The Contractor shall distribute enrollment packets to eligible managed health care participants within two business days from receipt of eligibility alert from Title XIX system.		
Response to Inquiries (Member and DHS Contact Center)		The Contractor shall provide final resolution of 100 percent of inquiries within five (5) business days.		
Communications Support		The Contractor shall submit the annual external communications plan to the Agency for approval within 60 calendar days of the start of each state fiscal year.		
Medicare Part A & B Buy-in		The Contractor shall complete work on monthly buy-in error reports within 30 days of issuance.		

REPORTING

Report due during the month	Due Date	Accepted by the Agency (Y/N)	Standard Met (Y/N)