

Iowa Plan for Behavioral Health

Request for Proposals

**IDPH-Funded Substance Abuse Services
July 2009**

**Magellan Behavioral Care of Iowa, Inc.
for
Iowa Department of Public Health
Division of Behavioral Health**

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INTRODUCTION AND BACKGROUND

SECTION 1

INTRODUCTION AND BACKGROUND

Section 1

1.1 IOWA PLAN VISION

The Iowa Plan for Behavioral Health is part of a statewide recovery-oriented care system that supports Eligible Persons and their families in their personal recovery efforts related to mental health and substance abuse disorders.

The Iowa Plan promotes a broad infrastructure of services and supports statewide and coordinates with other related service delivery systems and recovery supports.

1.2 PURPOSE OF THIS REQUEST FOR PROPOSALS

This competitive Request for Proposals (RFP) for IDPH-Funded Substance Abuse Services is issued by Magellan Behavioral Care of Iowa, Inc. (Magellan) in cooperation with the Iowa Department of Public Health Division of Behavioral Health (IDPH).

Magellan will select multiple Providers to assure a continuum of quality IDPH-Funded substance abuse services under the Iowa Plan for Behavioral Health (Iowa Plan). The IDPH-Funded continuum of care, ranging from assessment through outpatient and residential treatment and associated ancillary services (specifically excluding detoxification and inpatient hospitalization), must be available throughout Iowa for both adults and juveniles, with attention to special population considerations. Provider contracts that result from this RFP will be in force from January 2010 through June 2014.

1.3 IOWA PLAN OVERVIEW

The Iowa Plan for Behavioral Health is administered by Magellan through a joint contract with the Iowa Department of Human Services (DHS) and IDPH. As the Iowa Plan contractor, Magellan is at full risk for Medicaid-funded mental health and substance abuse services and provides specific administrative services for the IDPH-Funded substance abuse service system.

Through the Iowa Plan, DHS, IDPH, and Magellan make continued improvements to the State's behavioral health care system through a recovery-oriented system of care that matches each person's strengths, needs and choices with appropriate and coordinated services and supports. The Iowa Plan strives to assure:

- prompt and welcoming access to services and supports;
- service and support planning and delivery led by and built on the Eligible Person's, and where appropriate, family choices and needs;
- improved outcomes for Eligible Persons which span boundaries of programs and funding streams;

- quality services for Eligible Persons in their homes and communities and within the context of their natural support systems;
- clinical pathways that promote and support recovery;
- strong community involvement and investment, with the local delivery system contoured to community strengths and needs;
- coordination of planning and implementation between agencies;
- prevention and early intervention with those at risk, and
- minimal duplication between systems, permitting a smooth transition between funding streams and services.

1.4 IOWA PLAN SUBSTANCE ABUSE SERVICES

The Iowa Plan and its predecessor contract, the Iowa Managed Substance Abuse Care Plan (IMSACP), have managed substance abuse treatment to Iowa Plan Medicaid enrollees and IDPH Participants since 1995. The Iowa Plan includes Medicaid funding for mental health and substance abuse services and Substance Abuse Prevention and Treatment Block Grant funds and state substance treatment appropriations under a single statewide contract jointly administered by DHS and IDPH. For Iowa Plan substance abuse services, each Department generates a separate funding stream to Magellan, with distinct funding and service requirements. For IDPH-Funded services, Magellan provides certain administrative services and contracts with a limited panel of Providers for at-risk, Provider-managed services using standardized clinical criteria, with Providers required to serve a minimum number of IDPH Participants. Iowa Plan substance abuse treatment services are provided by licensed substance abuse treatment programs. IDPH-Funded Providers make service determination decisions for IDPH Participants at all levels of care. Except where there are significant Provider-specific clinical, quality, or compliance problems, Providers are not required to seek authorization from Magellan for services to IDPH Participants. Magellan conducts retrospective review of all levels of services provided to IDPH Participants to ensure appropriate application of clinical criteria and general contract compliance.

The Iowa Plan requires the use of the American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition - Revised (ASAM PPC-2R) as the standardized clinical criteria for all levels of substance abuse services.

1.5 PHILOSOPHY IN THE DESIGN AND DELIVERY OF IOWA PLAN SUBSTANCE ABUSE TREATMENT SERVICES

Effective and appropriate substance abuse services are best delivered as part of a recovery-oriented care system that welcomes and engages Eligible Persons at any point and at all points in their personal recovery efforts. Providers will be expected to embrace and incorporate into policies and practices the following values:

- hope based in the knowledge that personally-valued recovery is possible;
- self-determination;
- empowering relationships;
- meaningful roles in society, and

- elimination of stigma and discrimination.

The Iowa Plan philosophy contains the following principles related to the delivery of substance abuse services and supports, to which Providers are expected to adhere:

- The Provider must allow each IDPH Participant to choose his or her Provider to the extent possible and appropriate, within the context of Iowa Plan funding and the Provider network.
- The Provider will establish policies that support the involvement of those significant in the IDPH Participant's life, as appropriate.
- The Provider will establish policies that support the leadership of the IDPH Participant in decisions about services and supports provided to meet the IDPH Participant's substance abuse needs. Policies will relate to the IDPH Participant's interaction with the providers of direct service and those such as DHS, juvenile court and child welfare workers, the Department of Corrections, Drug Courts and Family Drug Courts, and others participating in an IDPH Participant's services and service planning.
- To the extent possible, the Provider will work with other providers and other entities serving an IDPH Participant to coordinate services for the purpose of eliminating both gaps in service and duplication of services.
- The Provider will establish and promote strategies to engage IDPH Participants who may have histories of inconsistent involvement in treatment.
- In the delivery of all substance abuse services and supports offered under the Iowa Plan, the Provider is encouraged to explore with Magellan the use of emerging technology (e.g., telehealth) as a way to expand access to services and extend the reach of substance abuse professionals, particularly into rural areas of the State.
- Women with dependent children and pregnant women have recognized needs for services that expand beyond typical substance abuse treatment. Providers must take into account supportive assistance that serves both the primary recipient of services and her children to enhance recovery opportunities in accordance with Block Grant requirements.

1.6 SERVICE SYSTEM TRANSITION

Over the next five years, IDPH envisions a transition to a more comprehensive and integrated recovery-oriented system of care for addictive disorders built on coordination and collaboration across problem gambling education and treatment, substance abuse prevention, and substance abuse treatment. This transition will include, but may not be limited to, review and revision as indicated of:

- Program licensure standards
- practitioner credentialing
- workforce development
- client and family leadership
- service areas
- local collaboration
- funding and funding methodologies
- services and supports
- clinical outcome measures
- performance measurement
- Requests For Proposals
- service procurement
- contract conditions

Providers selected through this RFP will be involved in any service system transition. Provider contracts that result from this RFP may be impacted by transition decisions made during the contract effective period.

1.7 FUNDING IDPH SUBSTANCE ABUSE SERVICES

The total of the IDPH Funds available in any given year is a fixed amount based on Federal and State appropriations. Available funding may vary from year to year. Bidders should understand the following key elements of IDPH substance abuse services funding:

1. The full contract period for IDPH-Funded contracts that result from this RFP will be January 2010 through June 2014. Except for the first contract “year” which will be the 18 months from January 2010 through June 2011, IDPH-Funded Providers will receive annual contracts that run from July of one year through June of the succeeding year.
2. Person-specific eligibility for IDPH funding is determined by the IDPH-Funded Provider at the time a potential Client seeks services. There is no pre-determined enrollment as there is, for example, in Medicaid. Client volumes are projected through prevalence indicators and historical utilization data. Each Provider contract will specify a minimum number of Clients to be served by that Provider during the contract year. In general, Providers must serve all eligible persons who seek services, as Provider capacity allows and as managed through waiting lists, where necessary.
3. Historically, total funding in each Provider’s IDPH-Funded contract has been determined by the number of Clients to be served, the mix of services to be provided, and the Case Rate assigned to each service or level of care. Providers submit service delivery data for the services they provide. Magellan monitors actual service delivery, including number of clients served, service mix, and lengths of stay and may adjust Case Rates and/or Provider contract funding based on findings. This methodology will be used for the January 2010 through June 2011 first contract year. The funding methodology for subsequent years may change based on service system transition decisions.
4. Historically, Provider reimbursement for IDPH-Funded services has been made through monthly 1/12th disbursements of annual Provider contracts. This methodology will be used for the January 2010 through June 2011 first contract year, that is, Magellan will make monthly disbursements to Providers of 1/18th of each Provider’s contract between January 2010 and June 2011. The reimbursement methodology for subsequent years may change based on service system transition decisions.
5. In addition to reimbursement for services, Provider contracts may include funding for specific activities. For example, contracts for the January 2010 through June 2011 first contract year will include funding for Workforce Enhancement as appropriated by the 2008 Iowa Legislature. Additional funding may also be available related to Provider performance measures and associated incentives.

6. While the maximum dollars the Provider will receive for IDPH-Funded services and the minimum number of Clients to be served by the Provider are known and are specified in each Provider's annual contract, the total number of Clients who may present for services and the types of service and total units of service that may be provided are not known, putting the Provider at-risk.

Based on information available at the time the RFP was written:

- The minimum number of Clients to be served statewide for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be 28,731 people. For each contract year (July 1 to June 30) thereafter, the minimum number of Clients is projected to be 19,154 statewide.
- The total IDPH Funds available statewide for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$33,575,512. For each contract year (July 1 to June 30) thereafter, funding is projected to be \$22,245,525.
- The total Workforce Enhancement funding available statewide for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$1,917,938. These funds will be distributed in proportion to the IDPH Funding contracted to each Provider. For each contract year (July 1 to June 30) thereafter, funding is projected to be \$1,278,625.

a. Funding: Outpatient Services

Funding for the Outpatient Services Proposal category was assigned based on a per capita formula that considered prevalence and historical service delivery.

- Total funding available for Outpatient Services for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$21,645,037. For each contract year (July 1 to June 30) thereafter, funding is projected to be \$14,499,662.
- Outpatient Services funding was further assigned to specific Service Areas.

The first contract year Case Rates for Outpatient Services are:

- Level I - Outpatient Treatment (10 visit average length of stay) - \$590
- Level II.1/11.5 - Intensive Outpatient/Partial Hospitalization (13 visit average length of stay) - \$1,053

b. Funding: 24 Hour Services – Adult

Funding for the 24 Hour Services – Adult Proposal category was assigned based on historical service delivery.

- Total funding available for 24 Hour Services - Adult for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$8,237,805. For

each contract year (July 1 to June 30) thereafter, funding is projected to be \$5,463,183.

The first contract year Case Rates for 24 Hour Services - Adult are:

- Level III.1 - Clinically Managed Low Intensity Residential (48 day average length of stay) - \$2,448
- Level III.3/III.5/III.7 - Clinically Managed Medium Intensity Residential/ Clinically Managed High Intensity Residential/ Medically Monitored Intensive Inpatient (23 day average length of stay) - \$2,695

c. Funding: 24 Hour Services – Juvenile

Funding for the 24 Hour Services – Juvenile Proposal category was assigned based on historical service delivery.

- Total funding available for 24 Hour Services – Juvenile for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$1,605,150. For each contract year (July 1 to June 30) thereafter, funding is projected to be \$891,000.

The first contract year Case Rate for 24 Hour Services - Juvenile (inclusive of all levels of care and a 30 day average length of stay) is \$6,150.

d. Funding: Women and Children Services

Funding for Women and Children Services was split between the 24 Hour Services Continuum and the Outpatient Services Continuum based on historical service delivery.

- Total funding available for Women and Children Services for the first contract year, January 1, 2010 to June 30, 2011 (18 months) is projected to be \$2,087,520. For each contract year (July 1 to June 30) thereafter, funding is projected to be \$1,391,680.

The first contract year Case Rates for Women and Children Services are:

- Outpatient Services Continuum (inclusive of all levels of care but not linked to an average length of stay) - \$680.
- 24 Hour Services Continuum (inclusive of all levels of care but not linked to an average length of stay) - \$7,010.

1.8 DEFINITION OF TERMS

24 Hour Services – Adult: One of the Proposal Categories for which a Bidder may submit a Proposal under this RFP.

24 Hour Services – Juvenile: One of the Proposal Categories for which a Bidder may submit a Proposal under this RFP.

24 Hour Services Continuum: Part of three Proposal Categories for which a Bidder may submit a Proposal under this RFP: 24 Hour Services – Adult, 24 Hour Services – Juvenile, and Women and Children Services. The 24 Hour Services Continuum includes those ASAM levels of care delivered in 24 hour units: Level III.7 - Medically Monitored Intensive Inpatient, Level III.5 – Clinically Managed High Intensity Residential, Level III.3 – Clinically Managed Medium Intensity Residential, and Level III.1 – Clinically Managed Low Intensity Residential.

Advanced Certified Alcohol and Drug Counselor: Substance abuse counselors who have met criteria as set forth by the Iowa Board of Certification.

ASAM: See American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised.

American Society of Addiction Medicine Patient Placement Criteria, Second Edition - Revised: The criteria used for clinical decision-making for Iowa Plan substance abuse services. The ASAM criteria are available by contacting the American Society of Addiction Medicine at 1-800-844-8948.

At-Risk: See Risk-Based Contract.

Audited Financial Statement: A Deliverable for this RFP. (See 4.11.)

Bidder: An entity submitting Proposal Deliverables in response to this RFP.

Best Practice: A technique or methodology that, through experience and research, has been proven to reliably lead to a desired result.

Block Grant: See Substance Abuse Prevention and Treatment Block Grant.

CFR: Code of Federal Regulations.

Case Management: The overall planning, directing, and coordinating of the provision and utilization of substance abuse services to Clients.

Case Rate: The initial funding methodology for the distribution of IDPH Funds for this RFP. Overall funding was built on assumptions of a service delivery system that included all services in the 24 Hour Services Continuum and in the Outpatient Services Continuum for both adults and juveniles as well as projected statewide average lengths of stay. Variations from these assumptions may impact the Minimum Client Numbers and total funding in specific Provider contracts. In general, Provider contract funding for the January 2010 through June 2011 first contract year will be determined by multiplying the Case Rate for each level of care by the number of clients to be seen at that level of care and adding together the funding for all levels of

care, within the overall constraints of IDPH funding, Minimum Client Numbers, access, and other requirements of the Iowa Plan and of this RFP.

Certification of Independent Determination and Lack of Conflict of Interest Form: A Deliverable for this RFP. (See 4.13.)

Certification Regarding Debarment and Suspension Form: A Deliverable for this RFP. (See 4.12.)

Certified Alcohol and Drug Counselor: Substance abuse counselors who have met criteria as set forth by the Iowa Board of Certification.

Client: An IDPH Participant who receives IDPH-Funded substance abuse services from a Provider under the Iowa Plan.

Clinical Overview: A Deliverable for this RFP. (See 4.5.)

Clinically Managed High Intensity Residential: ASAM Level III.5 and a covered service in three of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: 24 Hour Services – Adult, 24 Hour Services – Juvenile, and Women and Children Services. High intensity residential services designed to address significant problems with living skills. By providing a highly structured recovery environment and moderate- to high-intensity professional clinical services to support and promote recovery with 50 or more hours of service per week.

Clinically Managed Low Intensity Residential: ASAM Level III.1 and a covered service in three of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: 24 Hour Services – Adult, 24 Hour Services – Juvenile, and Women and Children Services. Low intensity professional addiction treatment services offered at least five hours per week. Treatment is directed toward applying recovery skills, prevention relapse, promoting personal responsibility and reintegrating the Client into the worlds of work, education, and family life. The services may include individual, group, and family therapy. Mutual/self-help meetings are available on site.

Clinically Managed Medium Intensity Residential: ASAM Level III.3 and a covered service in three of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: 24 Hour Services – Adult, 24 Hour Services – Juvenile, and Women and Children Services. Extended residential treatment in a structured recovery environment with medium-intensity professional clinical services to support and promote recovery with at least 30 hours of service per week.

Continuing Care: Included in ASAM Level I and a covered service in two of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: Outpatient Services and Women and Children Services. Continuing Care is a specific period of structured therapeutic involvement designed to enhance, facilitate and promote transition from primary care to ongoing recovery.

Continuing Service and Discharge Criteria: In accordance with ASAM PPC-2R, during the process of Client assessment, certain problems and priorities are identified as justifying admission to a particular level of care. The resolution of those problems and priorities determines when a Client can be treated at a different level of care or discharged from treatment. New problems may require services that can be provided effectively at the same level of care or may require a more or less intensive level of care.

Continuum of Care: The ASAM levels of care. Also, a structure of interlinked treatment modalities and services designed so that an individual's changing needs will be met as that individual moves through the treatment and recovery process.

Co-payment: A cost-sharing arrangement in which a client pays a specified charge for a specified service.

Covered Services: Those substance abuse services to be delivered to Clients by IDPH-Funded Providers through the Iowa Plan and this RFP.

Crisis Stabilization: A service in the Outpatient Services Proposal Category. Crisis Stabilization is the delivery of services to non-admitted individuals who present, often on an unscheduled basis, with significant urgent issues requiring coordination and support on the part of the Provider.

Deliverables: The required Proposal materials submitted by a Bidder in response to this RFP. Deliverables include:

- 4.2 Intent to Compete Form
- 4.3 Transmittal Letter
- 4.4 Program Overview
- 4.5 Clinical Overview
- 4.6 Quality Improvement Overview
- 4.7 Service Volumes and Mix
- 4.8 Service Delivery Location Map
- 4.9 Terms and Conditions Overview
- 4.10 Funding Management Proposal
- 4.11 Audited Financial Statement
- 4.12 Certification Regarding Debarment and Suspension Form
- 4.13 Certification of Independent Determination and Lack of Conflict of Interest Form

Detoxification: The process of eliminating the toxic effects of drugs and alcohol from the body. Detoxification is not a covered service for Iowa Plan IDPH Funds.

Discharge Planning: Arranging for services or supports to meet a Client's ongoing need for services at the termination of services by a particular Provider or at a particular level of care.

Division of Behavioral Health: The Division within the Iowa Department of Public Health that is the single State authority for the Substance Abuse Prevention and Treatment Block Grant.

Eligible Persons: Individuals who qualify to receive mental health and substance abuse services funded through the Iowa Plan, including Medicaid Enrollees and IDPH Participants.

Emergency Needs: A medical or clinical condition that, based on the Provider's assessment of all information available to the Provider, indicates the Client should be seen immediately because any delay could be harmful or dangerous to the Client or others.

Funding Management Proposal: A Deliverable for this RFP. (See 4.10.)

Housing: A service in the Women and Children Services Proposal Category. Housing may be provided for women Clients who have resolved initial substance abuse recovery issues but who can continue to benefit from a supportive living environment.

IAC: The Iowa Administrative Code, which contains rules promulgated by IDPH.

IDPH: See Iowa Department of Public Health.

IDPH-Funded: Substance abuse Clients, covered services, and Providers supported by Iowa Plan IDPH Funds.

IDPH Funds: Federal Substance Abuse Prevention and Treatment Block Grant funds and State appropriations administered by IDPH and managed by Magellan under the Iowa Plan, for the delivery of substance abuse treatment services to IDPH Participants.

IDPH Participant: A resident of the State of Iowa who meets the Eligibility requirements for IDPH-Funded substance abuse treatment services and receives such services.

IDPH Region: The grouping of Service Areas to define geographic areas for consideration in awarding Provider contracts for the 24 Hour Services - Adult Proposal Category.

Intake and Assessment: The substance abuse license awarded by the IDPH Division of Behavioral Health to entities providing intake and assessment services only.

Intake Screening: The overall process by which information is collected to determine the nature and extent of the drug and alcohol use problem and the level of care, if any, appropriate to address identified issues.

Intensive Outpatient: ASAM Level II.1 and a covered service in two of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: Outpatient Services and Women and Children Services. Intensive Outpatient is an organized, non-residential outpatient substance abuse treatment service with services provided in regularly scheduled sessions of nine or more hours per week for adults or six or more hours for adolescents.

Intent to Compete Form: A Deliverable for this RFP. (See 4.2.)

Interagency Collaborative Agreement: A written agreement between the Provider and another entity to ensure Clients have access to services the Provider does not provide, such as, physical, dental, or mental health services and outlines the process for accessing such services.

Iowa Department of Public Health: The department within Iowa State government that includes the Division of Behavioral Health and co-administers the Iowa Plan.

Iowa Plan: See Iowa Plan for Behavioral Health.

Iowa Plan for Behavioral Health: The managed care plan jointly administered by DHS and IDPH and contracted to Magellan under which this RFP for IDPH-Funded Substance Abuse Services is released and the resultant contracts with Providers will be administered.

Iowa Resident: An individual whose primary place of residence at the time of treatment is Iowa. If a place of residence is not maintained while receiving residential or halfway house services, the most recent place of residence will be considered when determining residence.

I-SMART: Iowa Service Management and Reporting Tool; a Management Information System adopted by IDPH and used for reporting substance abuse treatment services.

Issuing Officer: The Magellan staff person who serves as the sole point of contact for this RFP.

Level of Care: A general term encompassing the treatment options that vary according to the intensity of the services offered. Each treatment option in the ASAM PPC-2R is a level of care.

License/Licensure: The issuance of a license by IDPH and the State Board of Health that validates the licensee's compliance with substance abuse program standards and authorizes the licensee to operate a Substance Abuse Treatment Program or Intake and Assessment service in Iowa. This includes deemed status in accordance with IAC 641-3.18 (125). (See 6.47.)

Management Information System: The software, hardware, and manual procedures used to collect, retrieve and produce service utilization and management information on IDPH-Funded activities.

Management of Care: The process to ensure that the appropriate level of care is utilized, which entails implementing the ASAM PPC-2R during the placement screening, continuing service, and discharge processes, including discharge planning.

Medically Monitored Intensive Inpatient: ASAM Level III.7 and a covered service in three of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: 24 Hour Services - Adult, 24 Hour Services - Juvenile, and Women and Children Services. Medically

Monitored Intensive Inpatient provides non-acute substance abuse treatment that includes 24 hour medical monitoring.

Minimum Client Number: The contractually required minimum number of Clients that an Iowa Plan IDPH-Funded Provider must serve.

Non-Medicaid: A term sometimes used to refer to IDPH Participants or IDPH Funding. This term may be found in some Iowa Plan documents.

Outcome Measure: A standard which establishes a benchmark or threshold against which Client functioning can be measured.

Outpatient: Substance abuse services provided to Clients on a scheduled, non-24 hour basis. Also, ASAM Level I and a covered service in two of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: Outpatient Services and Women and Children Services. Outpatient, which includes Continuing Care and, for the purposes of this RFP, Crisis Stabilization, is an organized non-residential outpatient substance abuse treatment service, usually provided in regularly scheduled sessions of eight hours or less per week for adults and five hours or less per week for adolescents.

Outpatient Services: One of the Proposal Categories for which a Bidder by submit a Proposal under this RFP.

Outpatient Services Continuum: Part of two Proposal Categories for which a Bidder may submit a Proposal under this RFP: Outpatient Services and Women and Children Services. The Outpatient Services Continuum includes those ASAM covered services delivered in visits or sessions of less than 24 hours: Level II.5 - Partial Hospitalization, Level II.1 - Intensive Outpatient, Level I - Outpatient, and the non-ASAM service of Crisis Stabilization.

Outreach: Activities conducted to inform the public of available services offered by a substance abuse treatment program. Also, a process or series of activities that identifies individuals in need of services, engages them, and links such individuals with the most appropriate resource or service provider.

Partial Hospitalization: ASAM Level II.5 and a covered service in two of the Proposal Categories for which a Bidder may submit a Proposal under this RFP: Outpatient Services and Women and Children Services. Partial Hospitalization is an organized non-residential outpatient substance abuse treatment service with scheduled sessions that provide a range of 20 or more treatment hours per week.

Performance Measure: A standard which establishes a requirement related to process, input, outcome or other parameter against which Provider performance can be measured.

Program: See Substance Abuse Treatment Program.

Program Overview: A Deliverable for this RFP. (See 4.4.)

Proposal: The Deliverables submitted by a Bidder pursuant to this RFP.

Proposal Categories: The service type categories for which a Bidder may submit a Proposal for this RFP. (See 3.3.) Proposal Categories include:

- a. Outpatient Services
- b. 24 Hour Services - Adult
- c. 24 Hour Services - Juvenile
- d. Women and Children Services

Provider: A Bidder with which Magellan contracts pursuant to this RFP.

Provider Manual: The manual for Iowa Plan providers. The sections of the Provider Manual that apply to IDPH-Funded substance abuse services are required for Providers with contracts pursuant to this RFP.

Provider Profiling: A comparison of providers on selected criteria such as compliance with clinical protocols, length of treatment, changes in client functioning, or client satisfaction. Reporting generally gives the provider the provider's own ratings compared to the average rating of similar providers.

Quality Improvement (QI): A formal set of activities to review and improve the quality of services provided. QI includes quality assessment and corrective actions to remedy any deficiencies identified in the quality of clinical, administrative, and support services.

Quality Improvement Overview: A Deliverable for this RFP. (See 4.6.)

Residential: Substance abuse treatment provided to medically and physically stable Clients in a non-acute, 24 hour supervised setting.

RFP: Request For Proposal.

Risk-Based Contract: The potential for loss is assumed by the IDPH-Funded Provider and may arise because the cost of providing services may exceed the funding paid to the Provider under the terms of the Iowa Plan IDPH-Funded Substance Abuse Services contract.

Recovery-Oriented System of Care: The services and supports that Providers (as well as other behavioral health practitioners) offer in support of a person's own long-term recovery efforts. (Definition paraphrased from the Connecticut Department of Mental Health and Addiction Services December 2008 publication entitled "Practice Guidelines for Recovery-Oriented Care for Mental Health and Substance Use Conditions".)

SARS: See Substance Abuse Reporting System.

SAMHSA: See Substance Abuse and Mental Health Services Administration.

Service Area: The geographic framework within Iowa in which IDPH-Funded outpatient services are offered, assuring access to services by all citizens of all counties. Authority for Service Areas is held by IDPH and the State Board of Health. Service Areas may change over time based on service system transition decisions. See Appendix 3 IDPH Service Area Map.

Service Delivery Location Map: A Deliverable for this RFP. (See 4.8.)

Service Necessity: Service necessity means the requirement that the goods and services provided or ordered must be, pursuant to the ASAM PPC-2R criteria:

- appropriate and necessary to the symptoms, diagnosis, or treatment of a covered disorder,
- provided for the diagnosis or direct care and treatment of a covered disorder,
- within the standards of good practice within the substance abuse service area,
- required to meet the need related to a covered diagnosis or disorder and not primarily for the convenience of the Client, the Provider, or Magellan,
- the most appropriate type of service which would reasonably meet the need of the Client in the least costly manner,
- within the scope of the licensure of the Provider.

State: The State of Iowa.

State Appropriation: Funding that is directed to IDPH by formal action of the State legislature and Governor.

Subcontractor: An entity that provides covered services to Clients specifically related to fulfilling a Provider's obligations to Magellan.

Substance Abuse and Mental Health Services Administration: The unit of the U.S. Department of Health and Human Services that provides administration and funding for the Substance Abuse Prevention and Treatment Block Grant in accordance with 45 CFR, Part 96.

Substance Abuse Prevention and Treatment Block Grant: Specific Federal funding appropriated in accordance with 45 CFR, Part 96.

Substance Abuse Reporting System: SARS; a Management Information System adopted by IDPH and used for reporting substance abuse treatment services.

Substance Abuse Treatment Program: The license for entities providing substance abuse treatment services utilizing a range of professionals. For contracting pursuant to this RFP, an entity licensed for Intake and Assessment only is not considered a Substance Abuse Treatment Program.

Terms and Conditions Overview: A Deliverable for this RFP. (See 4.9.)

Third Party: An individual, entity, or program that is, may be, could be, should be, or has been liable for all or part of the cost of substance abuse treatment services.

Transmittal Letter: A Deliverable for this RFP. (See 4.3.)

Treatment Planning: The process by which the Client and counselor identify and rank problems, establish agreed-upon goals, and decide on the treatment process and resources to be utilized.

Utilization Management: A formal assessment of service necessity, efficacy, and/or appropriateness of services to Clients based on application of the ASAM criteria.

Women and Children Services: One of the Proposal Categories for which a Bidder may submit a Proposal under this RFP.

Women and Children Program: Special substance abuse programs for pregnant women and women with dependent children. Services offered by these programs expand beyond typical substance abuse treatment to include ancillary services for women Clients and their children.

Women and Children Program funding supports substance abuse treatment services for women Clients and ancillary services to Clients and their children. Such funding also supports ancillary services to women and their children when the woman's substance abuse treatment services are supported by other funding, including Medicaid. (See also 6.6 Block Grant Requirements for IDPH Providers, 2.)

PROCUREMENT PROCESS

SECTION 2

PROCUREMENT PROCESS
Section 2

2.1 ADMINISTRATIVE OVERVIEW

Magellan is responsible for the procurement of Providers for IDPH-Funded substance abuse services under the Iowa Plan and for associated monitoring. Overall authority for IDPH-Funded substance abuse services rests with IDPH. DHS provides consultation to meet Iowa Plan goals.

2.2 ISSUING OFFICER

The Issuing Officer for this RFP is:

Gloria Scholl, Senior Area Contract Manager
Magellan Behavioral Care of Iowa
2600 Westown Parkway, Suite #200
West Des Moines, Iowa 50266-0129
Phone: 515/273- 5048
E-mail: GJScholl@MagellanHealth.com

2.3 PROCUREMENT TIMETABLE

Notification of Release of RFP	IDPH	7/15/09
RFP Available	Go to www.MagellanofIowa.com or contact Issuing Officer	7/15/09
REQUIRED: Deliverable Due - Intent to Compete Form	To: Issuing Officer	7/29/09 Noon Central
RFP Questions Due	To: Issuing Officer	7/29/09 Noon Central
Release of Responses to Questions and Release of Bidder Names	Mailed/E-mailed to Bidders	8/13/09
REQUIRED: Deliverables Due - All other Proposal Deliverables	To: Issuing Officer	9/15/09 Noon Central
Release of Contract Award Decisions	Mailed/E-mailed to Bidders	11/2/09
Provider Contracts Signed		11/9/09
Provider Contracts Implemented		1/1/10

2.4 REQUESTS FOR CLARIFICATION

Written requests for clarification of the RFP procurement process may be directed to the Issuing Officer.

2.5 RESTRICTION ON COMMUNICATION

Bidders are not permitted to communicate with the following persons regarding this RFP:

- any IDPH employee
- Dennis Janssen, DHS
- Ben Khan, SAMI
- Cynthia Tracy, DHS
- any Magellan staff member
- members of the Evaluation Committee (Evaluation Committee members will inform Bidders of the restriction on communication when and if any contact is made.)

2.6 ELIGIBLE BIDDERS

Eligible Bidders include entities meeting all of the following requirements:

- since July 1, 2007, licensed by IDPH as a Substance Abuse Treatment Program or an Intake and Assessment entity, in accordance with Iowa Code, Chapter 125, and Iowa Administrative Code, Section 641, Chapter 3,
 - An Intake and Assessment entity is an eligible Bidder only when submitting a Proposal jointly with a licensed Substance Abuse Treatment Program or Programs.
- since July 1, 2007, continuous experience as a provider of substance abuse services, and
- incorporated in Iowa as a not-for-profit entity.

2.7 ADDITIONAL RESOURCES

Additional resources are available for review in Iowa Plan Procurement materials and documents posted at <http://www.ime.state.ia.us/ManagedCare/IowaPlanReprocurement.html>.

2.8 RFP QUESTIONS, AMENDMENTS, AND CANCELLATION

Bidders may submit written questions regarding the requirements of the RFP to the Issuing Officer with their required Intent to Compete Form as stated in 2.3 Procurement Timetable. Magellan will respond to questions that comply with 2.3 Procurement Timetable and that support Bidders in responding to the RFP. Responses to written questions will be released in accordance with 2.3 Procurement Timetable.

Magellan assumes no responsibility for representations made by any person prior to the execution of a definitive Provider contract, unless such representations are specifically incorporated into this RFP or into written addenda to this RFP. Only written addenda are binding upon Magellan.

Magellan reserves the right to amend the RFP at any time. Amendments will be posted on www.MagellanofIowa.com. It is the responsibility of Bidders to monitor the website for RFP amendments.

Magellan reserves the right to cancel this RFP if Magellan and IDPH determine it is in the best interests of the Iowa Plan to do so. In either case, neither Magellan nor IDPH shall be responsible for any costs incurred by a Bidder.

2.9 SUBMISSION OF PROPOSALS

Proposal Deliverables must be submitted to the Issuing Officer as required in Sections 2, 3, and 4.

Proposal Deliverables must be mailed or delivered and must be received by the required dates and times. Fax and e-mail will not be accepted. Proposal Deliverables received after the required dates and times will be deemed non-responsive and will not be accepted. It is the responsibility of the Bidder to ensure that Proposal Deliverables are date- and time-stamped to verify delivery. Postmarks will not substitute for actual receipt of Proposal Deliverables.

2.10 PROPOSAL AMENDMENTS AND RULES FOR WITHDRAWAL

Prior to the dates by which Proposal Deliverables must be received, a Proposal Deliverable that has been submitted may be amended or withdrawn by submitting the amendment or the request to withdraw in writing to the Issuing Officer. The amendment or request to withdraw must be signed by an authorized representative of the Bidder. Faxed and e-mailed amendments or requests will not be accepted. Magellan will not accept any amendments, revisions, or alterations to Proposal Deliverables after the Deliverable due dates.

2.11 ACCEPTANCE OF PROPOSALS AND CLARIFICATIONS

Proposals submitted in accordance with RFP requirements will be accepted for evaluation by Magellan. Magellan reserves the right to request clarifications to Proposals. Clarifications shall be submitted in writing and may not alter information in the Proposal.

Magellan reserves the right to waive irregularities or technicalities in any Proposal. In the event Magellan waives an irregularity or technicality, such waiver will not modify the RFP requirements or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder is awarded a contract.

2.12 COST OF PREPARATION OF PROPOSAL

Costs for developing a Proposal are the sole responsibility of the Bidder, whether or not any award results from this RFP. Magellan will provide no reimbursement for such costs. IDPH Funds can not be used to support costs incurred in developing a Proposal.

2.13 ACCEPTANCE OF TERMS AND CONDITIONS

Submission of a Proposal will constitute acceptance of the terms, conditions, criteria, and requirements set forth in the RFP and operates as a waiver of any, and all, objections to the contents of the RFP.

2.14 REFERENCE CHECKS

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

Bidders may not use their own employees as references.

2.15 INFORMATION FROM OTHER SOURCES

Magellan reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts.

2.16 VERIFICATION OF PROPOSAL CONTENTS

The content of a Proposal submitted by a Bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.17 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION

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

2.18 REJECTION OF PROPOSALS

Magellan reserves the right to reject for full review any or all Proposals, in whole and in part, or to cancel the RFP if it is in the best interest of the Iowa Plan to do so at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by Magellan to award a contract. In no event will Magellan or IDPH be liable for any expenses incurred by a Bidder. Deliverables received that are not in compliance with RFP requirements shall be rejected.

2.19 DISPOSITION OF PROPOSALS

All Proposals become the property of Magellan and shall not be returned to the Bidder unless a Proposal is rejected for full review or the RFP is cancelled. In either event, Bidders will be asked to send prepaid shipping instruments to Magellan for return of the Proposals submitted. If Magellan does not receive shipping instruments, Magellan will destroy the Proposals.

Otherwise, at the conclusion of the selection process, the contents of all Proposals may be in the public domain and may be open to inspection by interested parties subject to exceptions provided in Iowa code Chapter 22 or other applicable law.

2.20 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Magellan may treat all information submitted by a Bidder as public information following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Proposal. Iowa Code Chapter 22 may govern Magellan's release of information.

2.21 COPYRIGHTS

By submitting a Proposal, the Bidder agrees that Magellan may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. The Bidder consents to such copying by submitting a Proposal and warrants that such copying will not violate the rights of any third party.

2.22 RELEASE OF CLAIMS

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

2.23 RELEASE OF BIDDER NAMES

The names of Bidders who submitted accepted Intent to Compete Forms will be released in accordance with 2.3 Procurement Timetable. Such release will include Proposal Categories and Service Areas for which Bidders submitted Intent to Compete Forms.

2.24 EVALUATION OF PROPOSALS SUBMITTED

Proposals that are submitted in accordance with the requirements of this RFP and are not rejected will be reviewed in accordance with Section 5 of the RFP.

Magellan reserves the right to award contracts as determined by Magellan based on recommendations of the Evaluation Committee and meeting RFP goals and requirements, including, but not limited to, geographic distribution, assuring the full continuum of care, accessibility of services, availability of services to both adults and juveniles in both rural and urban areas, and special population issues.

2.25 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of intent to award contracts will be released as noted in 2.3 Procurement Timetable. Execution of contracts shall be completed as stated in 2.3 Procurement Timetable. If a successful Bidder fails to execute a contract in accordance with 2.3 Procurement Timetable, Magellan may cancel the award and award a contract to another Bidder.

2.26 DEFINITION OF CONTRACT

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

Contracts will consist of the following:

- a. the Provider contract with the signatures of Magellan and the Provider, and
- b. the Iowa Plan Provider Manual and any updates, and
- c. this RFP and any addenda, and
- d. Proposal information submitted in response to this RFP.

Changes in Federal and State legislation, laws, or rules may require additions to or changes in final Provider contract conditions, including, but not limited to, funding.

2.27 CONTINGENCY

Award of contracts and implementation of IDPH-Funded substance abuse services is contingent upon approval by the IDPH Division of Behavioral Health.

Magellan reserves the right to require Providers to make any changes required by IDPH that impact the ongoing operation of the Iowa Plan.

2.28 IOWA STATUTES AND RULES

Iowa Code Chapter 125 and Iowa Administrative Code Chapter 641 contain policies and procedures for State of Iowa procurement which guide this RFP. The terms and conditions of this RFP and the resulting contracts and activities based upon this RFP shall be construed in accordance with the laws of Iowa.

2.29 CHOICE OF LAW AND FORUM

This RFP and the resulting contracts are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contracts. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation of actions commenced in connections with this RFP shall be brought in the appropriate Iowa forum.

2.30 RESTRICTIONS ON GIFTS AND ACTIVITIES

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees. Bidders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony to bribe or attempt to bribe a public official.

Magellan will abide by these regulations in all activities relating to this RFP. Evidence of attempts to offer, promise, or give anything of value or benefit to a Magellan employee will be grounds for rejection of the Bidder's Proposal(s).

2.31 NO MINIMUM GUARANTEED

Magellan anticipates that selected Bidders will provide services as requested. Magellan will not guarantee any minimum usage of the Bidder's services.

2.32 USE OF SUBCONTRACTORS

Use of treatment Subcontractors, if any, must be identified in the Bidder's Proposal. Such Subcontractors must be approved by Magellan and IDPH in advance of the execution of any subcontract. Current employees of Magellan or the State may not act as Subcontractors under the definitive Provider contract.

Providers will be responsible for verification of appropriate licensure of Subcontractors' programs and credentialing of Subcontractors' staff.

The use of subcontractors does not waive a Provider's responsibilities as described in this RFP and the resultant Provider contract.

PROPOSAL SUBMISSION PROCESS

SECTION 3

PROPOSAL SUBMISSION PROCESS

Section 3

3.1 PROPOSAL SUBMISSION OVERVIEW AND FORMAT

Section 3 Proposal Submission Process identifies all tasks necessary to submit Proposals in response to this RFP. Proposals must address all tasks described, in accordance with the vision, purpose, philosophy, and requirements of the Iowa Plan and this RFP and the terms and conditions in this RFP.

- a. Proposal Deliverables must be typed and must follow the format and use the headings and forms delineated in the RFP.
 - Photocopies or exact computer replicas of forms are permissible.
- b. Submit Intent to Compete Form as required in 2.3 Procurement Timetable.
- c. Submit remaining Proposal Deliverables in seven (7) three-ring binders.
 - Label one (1) binder “Original”.
 - Label six (6) binders “Copy”.
- d. Submit one CD of the entire Proposal and all other deliverables
- e. Address all RFP requirements concisely and clearly.
 - Any noted page limits should be considered maximums and should not be construed as requiring the full number of pages noted.
 - Documents that are required to be submitted as part of the response to a specific section do not count toward page limits.
 - Such documents should be included in each binder in the order requested, not as attachments.
 - Documents that may be submitted as part of the response to a specific section do not count toward page limits.
 - Do not include information beyond what is requested and required for a complete and effective Proposal.
 - Do not submit reference letters or promotional materials.
- f. Information submitted separately from or in addition to the requirements of this RFP will not be considered in the evaluation process.

3.2 PROPOSAL SUBMISSION OPTIONS

- a. A Bidder may submit one Proposal only for each Proposal Category, with the exception of Outpatient Services. For Outpatient Services, a Bidder may submit one Proposal for each Service Area.
- b. A Bidder submitting Proposals for more than one Proposal Category or Service Area must submit an Intent to Compete Form and a complete set of Proposal binders for each Proposal Category or Service Area submitted.

- c. Bidders may submit joint Proposals. A jointly submitted Proposal will count as a Bidder's one Proposal for that Proposal Category or Service Area.

Please note: If Bidders submit joint Proposals, certain Deliverables, as stated in Section 4, must be submitted by each Bidder participating in the joint Proposal.

If jointly submitted Proposals are awarded contracts, Magellan will contract separately with each Bidder and will incorporate joint Proposal contents into each Provider's contract.

3.3 PROPOSAL CATEGORIES

Proposal Categories include:

- a. **Outpatient Services**
One Proposal will be awarded for contracting for each Service Area to assure the full Outpatient Services Continuum to adult and juvenile Clients in each Service Area.
- b. **24 Hour Services - Adult**
Sufficient Provider contracts will be awarded to assure the full 24 Hour Services Continuum to adult Clients on a statewide basis. While 24 Hour Service - Adult Provider contracts will require the Provider to serve Clients from throughout the State, it is anticipated that at least one 24 Hour Services - Adult Provider contract will be awarded in each IDPH Region.
- c. **24 Hour Services - Juvenile**
Sufficient Provider contracts will be awarded to assure the full 24 Hour Services Continuum to juvenile Clients on a statewide basis.
- d. **Women and Children Services**
Sufficient Provider contracts will be awarded to assure the full 24 Hour Services Continuum, Outpatient Services Continuum, and Women and Children Program services to Women and Children Clients on a statewide basis.

Contracts will be awarded in each Proposal Category sufficient to assure Client access and meeting Minimum Client Number and maximum funding requirements.

3.4 REQUIRED DELIVERABLES

Required Proposal Deliverables include:

- 4.2 Intent to Compete Form
4.3 Transmittal Letter
4.4 Program Overview
4.5 Clinical Overview

- 4.6 Quality Improvement Overview
- 4.7 Service Volumes and Mix
- 4.8 Service Delivery Location Map
- 4.9 Terms and Conditions Overview
- 4.10 Funding Management Proposal
- 4.11 Audited Financial Statement
- 4.12 Certification Regarding Debarment and Suspension Form
- 4.13 Certification of Independent Determination and Lack of Conflict of Interest Form

Bidders must submit separate Deliverables for each Proposal submitted.

Information in Appendix 3 is intended to provide background information to support Bidder Proposals.

PROPOSAL

SECTION 4

PROPOSAL

Section 4

4.1 PROPOSAL

The response to this section must include a detailed description of the Bidder’s approach to all tasks described in Section 4, specific to the Bidder’s substance abuse services.

Please note: Certain Deliverables below must be submitted by “each Bidder”. If the Proposal is being submitted by one Bidder alone, that Bidder must submit such Deliverables. If the Proposal is being submitted jointly by more than one Bidder, each Bidder participating in the joint Proposal must submit such Deliverables.

All Deliverables must be submitted in accordance with Sections 2 and 3. Page limits do not include required documents.

4.2 INTENT TO COMPETE FORM (Required Document)

Each Bidder must submit an Intent to Compete Form. (See Appendix 4.2.)

4.3 TRANSMITTAL LETTER (Required Document)

Each Bidder must submit a Transmittal Letter in the form of a standard business letter on the Bidder’s business letterhead, signed by an individual authorized to legally bind the Bidder. The Transmittal Letter must include:

- a. The name and title of the Chief Executive Officer or other individual authorized to legally bind the Bidder.
- b. The name, address, phone number, e-mail address, and fax number of the Bidder’s representative to be used for communication regarding this RFP.
- c. A statement identifying all addenda to this RFP issued by Magellan.
 - If no addenda are issued, a statement to that effect should be made.
- d. A statement that the Bidder accepts the terms, conditions, and requirements set forth in this RFP.

4.4 PROGRAM OVERVIEW (10) page limit, each Bidder; required documents are not included in the page limit)

4.4.1 Provider Organization and Experience

a. License (Required Document)

- Each Bidder must submit a copy of its license from IDPH.

- b. Substance Abuse Services Experience**
 - Each Bidder must describe its substance abuse services experience.
 - Each Bidder must submit documentation that verifies continuous experience in providing substance abuse services since July 1, 2007.

- c. Legal Action**
 - Each Bidder must state whether it has/has not had legal action taken against its substance abuse services in the last five years or if any legal action is currently pending.
 - If yes, each such Bidder must provide a brief explanation and the status of each action.

- d. Not-For-Profit (Required Document)**
 - Each Bidder must submit documentation that it is an Iowa not-for-profit organization.

4.4.2 Staffing and Personnel Qualifications

- a. Organizational Chart (Required Document)**
 - Each Bidder must submit an organizational chart of the Bidder's substance abuse services, showing basic functions by title and the number of employees performing those functions.

- b. Subcontractors**
 - State whether or not any work is being proposed to be done by a Subcontractor.
 - If work is proposed to be done by a Subcontractor, describe any and all such work and name each proposed Subcontractor.
 - If a Subcontractor is named, submit a signed letter from each Subcontractor, on the Subcontractor's letterhead, verifying the work to be done through the proposed subcontract.

4.4.3 Contract Compliance

- a. Contract Experience**
 - Each Bidder must describe one example of experience in complying with contractual requirements.
 - Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example. (The Bidder may use Magellan as the reference only if the Iowa Plan is the Bidder's only contract.)

- b. Contract Default**

- Each Bidder must state whether it has/has not defaulted on a contract, had a contract terminated for cause, failed to renew a contract when the option existed, or mutually terminated a contract in the past five years.
 - If yes, each such Bidder must name the contract, specify the reason for the action, and provide the name, phone number, and e-mail address of one reference person for that contract.

4.4.4 Local Planning

- Each Bidder must describe one example of experience working with a local planning entity to assure and enhance the substance abuse service delivery system.
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.

4.4.5 Advocacy

- Each Bidder must describe one example of experience advocating for substance abuse services and the substance abuse service delivery system.
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.

4.4.6 Client and Family Leadership

- Each Bidder must describe how Clients and family members are involved in the Bidder's administrative policy and program decision-making.
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.

4.5 CLINICAL OVERVIEW (13 page limit, each Bidder; required documents are not included in the page limit)

4.5.1 Clinical Philosophy

Each Bidder must describe how the Bidder's day-to-day clinical operations align with the Iowa Plan philosophy that substance abuse services are best delivered as part of a recovery-oriented system of care that welcomes and engages clients at any point and at all points in their personal recovery efforts.

4.5.2 Clinical Service Components

a. Intake Management and Assessment

- Each Bidder must describe how it provides a welcoming environment for Clients.
- Each Bidder must describe how it provides Crisis Stabilization.
- Each Bidder must describe one example of coordinating with and communicating to a referral source.

- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.
- b. Continuum of Care**
- Describe how a substance abuse Continuum of Care will be assured, including:
 - transitions among Levels of Care provided by the Bidder
 - transitions to other Providers for Levels of Care the Bidder does not provide
- c. Utilization Management**
- Each Bidder must describe how it assures appropriate Client placement and continued stay in accordance with a Client's needs and the ASAM criteria.
- d. Case Management and Discharge Planning**
- Each Bidder must describe how Client treatment services and discharge planning are coordinated with and communicated to other providers or entities involved with the Client, such as Corrections, DHS, or Drug Court.
 - Each Bidder must describe one example of coordinating with and communicating to another entity involved with the Client.
 - Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.
- e. Treatment Planning**
- Each Bidder must describe its treatment planning process, including:
 - opportunities for Client, and where appropriate, family or concerned others input
 - methods to access services and supports the Client needs or wants but the Bidder does not provide
- f. Special Population Issues/Cultural Competency**
- Each Bidder must describe how it will assure access and appropriate services for different cultural, racial, ethnic, and gender groups.
 - Each Bidder must describe an example of experience with special populations/cultural competency.
 - Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.
- g. Services to Clients with Complex Clinical Needs**
- Each Bidder must describe how it will assure access and appropriate services for Clients with co-occurring disorders such as substance abuse and mental health symptoms, medical illness, problem gambling, mental

retardation, or developmental disability or with social concerns such as homelessness, unemployment, or lack of transportation.

- Each Bidder must describe an example of experience with a Client with complex clinical needs.
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.

h. Peer Support Services

- Each Bidder must describe how it provides or will provide opportunities for recovering persons to offer formal or informal peer coaching or other support to persons in treatment or continuing care.

4.6 QUALITY IMPROVEMENT OVERVIEW (6 page limit, each Bidder; required documents are not included in the page limit)

4.6.1 Quality Improvement

- Each Bidder must submit a copy of the written plan for its quality improvement program, in effect for 2009 **(Required Document)**
- Each Bidder must describe one quality improvement activity completed in the past year.

4.6.2 Data Management and Analysis

- Each Bidder must describe one experience with data management and analysis that led to a change in the Bidder's operations.

4.6.3 Complaints

- Each Bidder must submit a copy of its Client complaint policy. **(Required Document)**
- Each Bidder must describe an example of resolution of a complaint in the past year.
 - If no complaints were received/resolved in the past year, the Bidder must make a statement to that effect and explain why no Complaints were received/resolved.

4.6.4 Best Practices

- Each Bidder must list and describe any Best Practice it currently uses.

4.6.5 Outcome Measures

- Each Bidder must list and describe any Outcome Measures related to Client functioning it currently uses.

4.7 SERVICE VOLUMES AND MIX (1 page limit)

4.7.1 For Outpatient Services Proposals:

See Appendix 3, Outpatient Service Area Funding for required Levels of Care and Minimum Client Numbers. Note: No Bidder response is required for Outpatient Service Proposals.

4.7.2 For 24 Hour Services - Adult Proposals:

Each Bidder must:

- list each Level of Care in the 24 Hour Service Continuum that each Bidder proposes to provide
- specify the number of beds available in each Level of Care
- specify the number of Clients who will receive each Level of Care
- specify the total number of Clients who will be admitted in a year to the Level(s) of Care each Bidder proposes to provide.

4.7.3 For 24 Hour Services - Juvenile Proposals:

Each Bidder must:

- list each Level of Care in the 24 Hour Service Continuum that each Bidder proposes to provide
- specify the number of beds available in each Level of Care
- specify the number of Clients who will receive each Level of Care
- specify the total number of Clients who will be admitted in a year to the Level(s) of Care each Bidder proposes to provide.

4.7.4 For Women and Children Services Proposals:

- If the Bidder proposes to provide services in the Outpatient Services Continuum, each Bidder must:
 - list each Level of Care each Bidder proposes to provide
 - specify the number of Clients who will receive each Level of Care
 - specify the total number of Clients who will be admitted in a year to the Level(s) of Care each Bidder proposes to provide.
- If the Bidder proposes to provide services in the 24 Hour Services Continuum, each Bidder must:
 - list each Level of Care each Bidder proposes to provide
 - specify the number of beds available in each Level of Care
 - specify the number of Clients who will receive each Level of Care
 - specify the total number of Clients who will be admitted in a year to the Level(s) of Care each Bidder proposes to provide.

4.8 SERVICE DELIVERY LOCATION MAP (1 page limit)

- Submit an Iowa map showing the locations from which IDPH-funded substance abuse services will be provided. **(Required Document)**
- Each bidder must specify the Levels of Care to be offered at each location and each location's hours of operation.

4.9 TERMS AND CONDITIONS OVERVIEW (12 page limit, each Bidder; required documents are not included in the page limit)

4.9.1 Accessibility Requirements for Services

1. Acuity of Need (See 6.2)

- Each Bidder must describe how 6.2 Accessibility Requirements for Services, 1. Acuity of Need will be met.

4.9.2 AIDS (See 6.3)

- Each Bidder must describe how 6.3 AIDS will be met.

4.9.3. Block Grant Requirements for IDPH Providers

Use of Outreach Services (See 6.6(4))

- Each Bidder must describe how 6.6 Block Grant Requirements for IDPH Providers, 4. Use of Outreach Services will be met.

4.9.4 Client Access to Services (See 6.15)

- Each Bidder must describe how 6.15 Client Access to Services will be met.
- Each Bidder must describe strategies to engage Clients with a history of inconsistent involvement in treatment or who miss appointments, fail to follow the treatment plan, or wish to terminate treatment.

4.9.5 Coordination of Activities (See 6.25)

- Each Bidder must submit a copy of one written referral or interagency collaborative agreement related to coordination of activities. **(Required Document)**
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify the Bidder's example.

4.9.6 Court Ordered Substance Abuse Services (See 6.28)

a. Criminal Justice Clients

- Each Bidder must describe how services will be provided and coordinated for these Clients.
- Each Bidder must provide the name, phone number, and e-mail address of one reference person who can verify Bidder's description.

b. Involuntary Commitment Clients

- Each Bidder must describe how services will be provided and coordinated for these Clients, including:
 - working with the courts to determine the appropriateness of court-ordered services and to offer alternatives for the court to consider.

4.9.7 Interim Services Special Conditions (See 6.44)

- Each Bidder must describe how it handles requests for service that can not be met at the time of the request because the Bidder is at capacity.
- Each Bidder must describe its current waiting list process and specify the number of people on the current waiting list.

4.9.8 Payment of Last Resort (See 6.59)

- Each Bidder must describe how 6.59 Payment of Last Resort will be met.

4.9.9 Priority in Treatment (See 6.60)

- Each Bidder must describe how 6.60 Priority in Treatment will be met.

4.9.10 Services and Education to Employees (See 6.74)

- Each Bidder must describe how 6.74 Services and Education to Employees will be met.
- Each Bidder must submit a copy of its continuing education plan or schedule for 2009 (**Required Document**)

4.10 FUNDING MANAGEMENT PROPOSAL (2 pages limit)

4.10.1 Cost Sharing (See 6.27)

- Each Bidder must describe how 6.27 Cost Sharing will be met.
- Each Bidder must describe its procedures to collect co-payments from Clients.

4.10.2 Maintenance of Local Funding for Substance Abuse Services, 2. (See 6.49)

- Each bidder must describe how 6.49 Maintenance of Local Funding for Substance Abuse Services, 2. Garner all other available Federal, State, local, and private funds, will be met.
- Each Bidder must describe one example of experience developing other sources of financial support.
- Each Bidder must submit documentation or provide the name, phone number, and e-mail address of one reference person to verify the Bidder's example.

4.11 AUDITED FINANCIAL STATEMENT (Required Document)

Each Bidder must submit an Audited Financial Statement for its substance abuse services for the immediately preceding audited fiscal year.

4.12 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (Required Document)

Each Bidder must submit a Certification Regarding Debarment and Suspension Form (see 6.8 Certification Regarding Debarment and Suspension and Appendix 4.12).

4.13 CERTIFICATION OF INDEPENDENT DETERMINATION AND LACK OF CONFLICT OF INTEREST FORM (Required Document)

Each Bidder must submit a Certification of Independent Determination and Lack of Conflict of Interest Form. (See 6.9 Certification of Independent Determination and Lack of Conflict of Interest and Appendix 4.13)

EVALUATION AND PROCESSING OF PROPOSALS

SECTION 5

EVALUATION AND PROCESSING OF PROPOSALS
Section 5

5.1 EVALUATION COMMITTEE

An Evaluation Committee with experience in substance abuse treatment and management will evaluate Proposals. The Committee’s findings and recommendations will be submitted to the General Manager of Magellan for review of the recommendations, selection of Providers, and initiation of contracting, pending IDPH approval.

5.2 PART I: EVALUATION OF MANDATORY REQUIREMENTS

Each properly submitted Proposal will be reviewed by Magellan for compliance with Section 2 and to ensure that each Proposal is sufficiently responsive to the requirements outlined in Section 3 to permit evaluation. Failure to meet any requirements will result in rejection of the Proposal. Magellan reserves the right to waive variances as described in Section 2.

5.3 PART II: EVALUATION OF DELIVERABLES

Those Proposals satisfying Part I criteria will be evaluated using a point scoring system. A maximum of 375 points will be available as follows:

4.2	Intent to Compete Form	Yes/No
4.3	Transmittal Letter	Yes/No
4.4	Program Overview	65 points
4.5	Clinical Overview	135 points
4.6	Quality Improvement Overview	40 points
4.7	Service Volumes and Mix	10 points
4.8	Service Delivery Location Map	10 points
4.9	Terms and Conditions Overview	95 points
4.10	Funding Management Proposal	20 points
4.11	Audited Financial Statement	Yes/No
4.12	Certification Regarding Debarment and Suspension Form	Yes/No
4.13	Certification of Independent Determination/Lack of Conflict of Interest Form	Yes/No
	One original, six copies and one CD submitted of the entire Proposal	Yes/No

5.4 PART III: RANKING AND RECOMMENDATION

The points awarded in the evaluation process will be added to determine the final points assigned to a Proposal. Magellan reserves the right to determine that awards do not automatically go to the highest point total. Rather, Magellan reserves the right to award contracts to the best overall Proposals as recommended by the Committee and as determined by IDPH and Magellan as meeting RFP goals and requirements, including, but not limited to geographic distribution, assuring the full continuum of care, accessibility of services, assuring services to adults and juveniles, availability of services in rural and urban areas, special population issues, and funding.

TERMS AND CONDITIONS

SECTION 6

TERMS AND CONDITIONS
Section 6

6.1 GENERAL

This RFP, any amendments, and the Bidder's Proposal submitted in response to this RFP, are incorporated into the definitive contract between the Provider and Magellan. The Provider will perform all of the services and will develop, produce and deliver to IDPH Participants all of the services described in this RFP and any submitted Proposal. In return, Magellan will make payments as hereinafter described.

In the event of a conflict between the language of this RFP, as amended, and a Provider's Proposal, the language of this RFP, as amended, will govern.

Magellan reserves the right to accept or reject any exception taken by the Provider to the terms and conditions of this RFP.

The definitive contract between Magellan and the Provider will include the specifications, terms and conditions of this RFP; the information contained in the Bidder's Proposal; and any written clarifications or changes made in accordance with the provisions herein. The contract will also incorporate the Iowa Plan Provider Manual and any updates by reference. Magellan will determine contractual minimum client numbers and total funding amounts based on Proposals and on the requirements set by the Iowa Plan.

Payment and minimum client numbers may be adjusted dependent upon State and Federal block grant funding. Required activities may be adjusted based on changes in applicable law or regulations. The Provider must accept such adjustments as contractual requirements.

Providers and recipients of State, Federal, or private funds are required to comply with the applicable laws, rules, and regulations governing those funds. Compliance is subject to verification.

If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of Iowa, such invalidity will affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court will continue to be in effect.

6.2 ACCESSIBILITY REQUIREMENTS FOR SERVICES

Providers must assure that Clients have appropriate access to covered services. Access is measured by:

1. Acuity of Need
 - clients with emergency needs must be seen within 15 minutes of presentation

- clients with urgent, non-emergency needs must be seen within one (1) hour of presentation or within 24 hours of telephone contact
- clients with persistent symptoms must be seen within 48 hours of reporting symptoms
- clients with need for routine services must be seen within) four (4) weeks of the request for services

2. Special Service Needs

- clients who are pregnant women in need of routine services must be admitted within 48 hours of seeking treatment
- clients who are intravenous (IV) drug users must be admitted not later than 14 days after making the request for admission, or 120 days after the date of such request if no program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request

3. Priority in Treatment Admission

- Priority must be given to those Eligible Persons with the greatest clinical need.
- In establishing clinical need, priority must be given to substance abuse that results in the highest personal and social cost as measured by the severity of personal and social consequences, and the number of abusers.
- Priority in admissions is as follows:
 1. pregnant women injecting drug users
 2. pregnant substance abusers
 3. injecting drug users
 4. all others

6.3 AIDS

An AIDS Education Component shall be provided to treatment Clients. The component shall include information regarding optional AIDS virus testing. Pre- and post-test counseling will be made available to Clients to be tested for the virus.

6.4 AUDIT OR EXAMINATION OF RECORDS

The Provider will agree that the Auditor of the State of Iowa or any 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, will have access to, and the right to examine, audit, excerpt and transcribe any pertinent books, documents, paper, and records of the Provider related to order, invoices, or payments of the definitive contract.

The Provider will agree that Magellan or their authorized representatives may have access to clinical or medical records and quality improvement materials for purposes of an independent audit of quality improvement and quality of care.

All records and work papers resulting from the definitive contract will become the property of Magellan.

Recipients of Federal funds are required to have an audit made in accordance with the provisions of OMB Circular A-128, Audits of State and Local Governments or OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. A copy of audit reports required and subject to OMB Circulars A-128 or A-133, State regulations or otherwise required, will be forwarded to the Magellan upon receipt and at no charge. The Provider may be required to comply with other prescribed compliance and review procedures. Magellan is not responsible for the cost of any Provider audit

Upon completion of the audit, a press release will be published to announce the availability of the audit report for review by the public at the Provider's office. The press release will be provided to a local newspaper with a copy sent to Magellan and a copy maintained in the Provider's office.

One (1) copy of the audit report will be submitted to the Magellan within thirty (30) working days of its issuance, unless specific exemption is granted. The audit will be scheduled so that an audit report will be received by Magellan no later than nine (9) months following the end of the definitive contract period. To be submitted with the audit, will be a copy of the separate letter to management addressing non-material findings, if provided by the auditor.

6.5 AUTHORIZATION FOR SERVICES

IDPH-Funded services are managed by providers and monitored by Magellan. No pre-authorization or continued stay reviews are required. Providers are required to participate in on-site Retrospective Review of records, as requested.

6.6 BLOCK GRANT REQUIREMENTS FOR IDPH PROVIDERS

Treatment services provided with Substance Abuse Prevention and Treatment Block Grants must follow Federally mandated requirements, and, in all cases, the block grant funds must be the payers of last resort. Substance Abuse Prevention and Treatment Block Grants: Interim Final Rule requirements (from Public Health Service Act section 1919 to 1976 and 45 CFR Part 96k, Substance Abuse Prevention and Treatment Block Grants, Interim Final Rule) are summarized below.

1. Meeting required set asides- Federal law requires that states expend their block grant allocation such that 20% of their funds provide prevention.
2. Services for Women/Pregnant Women – Federal law requires all public substance abuse treatment programs to serve women and pregnant women. Additionally, states must

expend not less than the amount equal to the amount spent in fiscal year 1994 for treatment capacity for women and pregnant women. In the specialized Women and Children Programs the following must be provided:

- a) Primary medical care for women who are receiving substance abuse services including prenatal care and, while women are receiving such treatment, child care.
 - b) Primary pediatric care for their children including immunizations.
 - c) Gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual and physical abuse and parenting and child care while the women are receiving these services.
 - d) Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, and their issues of sexual and physical abuse and neglect.
 - e) Sufficient case management and transportation services to ensure that women and their children have access to the services described above.
 - f) Comprehensive services including case management to assist in establishing eligibility for public assistance programs provided by Federal, State, or local governments; employment and training programs; education and special education programs; drug-free housing for women and their children; prenatal care and other health care services; therapeutic day care for children; Head Start; and other early childhood programs.
 - g) Women who are attempting to regain custody of their children are included in this population.
3. Services to Intravenous Substance Abusers – Federal law also requires specified services for clients treated for intravenous substance abuse. These include:
- Each individual who requests and is in need of treatment for intravenous drug abuse shall be admitted to the program not later than 14 days after making the request for admission to such a program, or 120 days after the date of such request, if no program has the capacity to admit the individual on the date of such request and if interim services are made available not later than 48 hours after such request.
4. Use of Outreach Services – Providers are required to carry out activities to encourage individuals in need of treatment to undergo such treatment. Outreach services must also promote awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases and select, train, and supervise outreach workers.
5. TB – Providers are required to directly or through arrangements with other public or non-profit private entities, routinely make available tuberculosis services to IDPH Participants in need of such services. In the case of an individual in need of such treatment who is denied admission to the program on the basis of lack of the capacity of the program to admit; they are further required to assure referral of an individual in need of such services

- to another provider of tuberculosis services if such services cannot be made available at the program, and
6. HIV- providers are required to directly or through arrangements with other public or non profit private entities, routinely make available HIV services to IDPH Participants in need of such services.

6.7 BLOODBORNE PATHOGENS STANDARD

Any Provider having employees at risk of exposure to bloodborne pathogens will comply with the bloodborne pathogen standards published December 6, 1991, in the Federal Register by the United States Occupational Safety and Health Administration (OSHA).

These standards have been adopted by reference by the Iowa Occupational Safety and Health Office, Labor Services Division, Iowa Department of Employment Services. Standards have also been established for universal precautions, information and training, record keeping, engineering and work practice controls, personal protective equipment, housekeeping, hepatitis B vaccination, and labels and signs. Guidance materials, if needed, are available from IDPH upon request.

6.8 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The authorized official signing for the Provider will certify, to the best of his or her knowledge and belief, that the Provider, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not with a 3-year period preceding this Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Bidder not be able to provide this certification, an explanation as to why will be required.

The Bidder will agree by submitting this Proposal that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions” (Appendix B to 45 CFR Part 76) in all lower tier

covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions.

6.9 CERTIFICATION OF INDEPENDENT DETERMINATION AND LACK OF CONFLICT OF INTEREST

Each Bidder must certify the following in writing, signed by an individual with authority to bind the Bidder:

- A. That the Proposal has been arrived at independently without consultation, communication or agreement for the purpose of restricting competition.
- B. Unless otherwise required by law, the information in this Proposal has not been knowingly disclosed by any Bidder and shall not knowingly be disclosed by the Bidder for the purpose of restricting competition.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or entity to submit or not submit a Proposal for the purpose of restricting competition.
- D. No relationship exists or will exist during the contract period between the Bidder and Magellan that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder and another person or organization that constitutes a conflict of interest with respect to a contract that may result from this RFP.
- E. No contact, direct or otherwise, regarding this RFP or any issues relating to this RFP, has occurred with any of the individuals listed in section 2.5 Restriction on Communication.
- F. Submittal of a Proposal will constitute acceptance of the terms, conditions, criteria and requirements set forth in this RFP and operates as a waiver of any and all objections to the contents of this RFP.
- G. No claim will be made for payment to cover costs incurred in preparation of the submission of this Proposal or any other associated costs.
- H. No IDPH Funds were used by the Bidder to support the cost incurred in the preparation of a response to this RFP.
- I. Each person signing this Proposal must certify that:
He/she is the person in the Bidder's organization responsible within that organization for the decision as to the information being offered herein, that he/she has not participated, and shall not participate, in any action contrary to RFP or contract conditions,
or
He/she is not the person in the Bidder's organization responsible within that organization for the decision as to the information being offered herein, but he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and shall not participate in any action contrary to this application or contract conditions, and as the Bidder's agent does hereby certify; and he/she has not participated, and shall not participate, in any action contrary to RFP or contract conditions.
- J. No gratuity has been offered, promised or given to influence any activity relating to this RFP.

6.10 CERTIFICATION & MANDATORY GUARANTEE CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

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

By submitting a response to this RFP, the Bidder certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Bidder will agree that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all Subcontractors will certify accordingly.

6.11 CERTIFIED ALCOHOL AND DRUG COUNSELOR

Magellan accepts Certified Alcohol and Drug Counselor (CADC) and Advanced Certified Alcohol and Drug Counselor (ACADC) certifications from the Iowa Board of Certification for non-degreed and degreed professionals.

6.12 CHANGES

Changes in contractual provisions or services to be furnished under the definitive contract may be made only in writing and must be mutually approved by an agent of the Provider and Magellan.

6.13 CHANGES OF KEY PERSONNEL

The Provider's key personnel (Director, Supervisor(s) of substance abuse services, Quality Improvement coordinator, and Fiscal Officer are considered to be essential to the work or services to be performed. If, for any reason, substitution or elimination of a specified individual becomes necessary, the Provider will provide written notification to Magellan. Such written

notification will include the successor's name and title. The Provider will notify Magellan in writing within five (5) working days of any change of key personnel.

6.14 CLIA - LABORATORY TEST COMPLIANCE

Any Provider conducting laboratory testing in the provision of services by the definitive contract will be certified and in substantial compliance with the Clinical Laboratory Improvement Amendments of 1988 as required by Centers for Medicare & Medicaid Services (CMS) (formerly Health Care Financing Administration).

6.15 CLIENT ACCESS TO SERVICES

The Provider must assure equal access to substance abuse treatment regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

Providers will ensure access to any eligible individual who meets admission criteria for treatment, regardless of prior substance abuse treatment or education, clinical history or other considerations.

Providers shall make reasonable efforts to encourage eligible individuals who require substance abuse treatment to participate in the recommended treatment.

6.16 CLIENT RIGHT TO APPEAL

Providers must have appeal policies and procedures for Clients.

6.17 CLINICAL RECORD REQUIREMENTS

The Provider must assure the maintenance of clinical records for each IDPH Participant who receives services, specifically including clinical documentation, service necessity/continuity of care, technical documentation, and file organization. The record must include, but will not be limited to, documentation of clinical services provided, services authorized, missed appointments and subsequent attempts to follow-up with the recipient, and information regarding education efforts including medication management instruction. Identification of the service provider and the date of service must be clearly discernible.

6.18 COLLABORATION ON QUALITY IMPROVEMENT ACTIVITIES

Providers must collaborate with Magellan on quality improvement activities, as requested.

6.19 COMPLAINT PROCEDURES

The Proposal should describe the complaint process that the Client will follow with the Provider, how information on the complaint process will be communicated to Clients (including the

availability of the Magellan complaint process), the procedural steps that will be followed, and the time frame for resolution. Complaint procedures must be consistent with Iowa Code Chapter 125 and Iowa Administrative Code Chapter 641.

Complaint procedures must take into consideration all applicable Federal and State confidentiality requirements.

6.20 COMPLIANCE WITH FUNDING REQUIREMENTS

Providers must comply with Federal and State requirements for IDPH Funds and must report compliance as requested.

6.21 CONFIDENTIALITY

Providers must comply with confidentiality of client information requirements as set forth in Code of Iowa Chapter 125.37, 42 CFR Part 2, and HIPAA.

The Provider will protect from unauthorized disclosure the names and other identifying information of persons receiving services pursuant to the definitive contract, except for statistical information not identifying any client. The Provider will not use such identifying information for any purpose other than carrying out the Provider's obligations under the definitive contract. The Provider will promptly transmit to Magellan all requests for disclosure of such identifying information to anyone other than Magellan without prior written authorization from Magellan. For purposes of this paragraph, identify will include, but not be limited to, name, identifying number, symbol, or other identifier particularly assigned to the individual. The Provider will maintain confidentiality for all records of the definitive contract in accordance with State and Federal laws and regulations and in accordance with 42 CFR.

The Provider will agree to provide to Magellan or the public, upon request, all written program records including, but not limited to, client records, statistical information, board and other administrative records, and financial records, including budget, accounting activities, financial statements, and the annual audit in accordance with Code of Federal Regulations, Title 45. All such records will be available except when access to the records is limited by State or Federal confidentiality laws, rules or regulations.

The Provider's policies and procedures will provide that records regarding the identity, diagnosis, prognosis, and services provided to any client be maintained in connection with the performance of the definitive contract and only for the purposes and under the circumstances expressly authorized under State or Federal confidentiality laws, rules or regulations.

6.22 CONTRACT MONITORING AND COMPLIANCE

The Provider will agree to cooperate to the extent requested through the provision of information and any other actions that become necessary with Magellan's staff or subcontractor assigned to coordinate and monitor contract performance.

The Provider will agree that Magellan may have access to any and all information pertaining to the definitive contract, conduct site visits, review contract compliance, assess management controls, assess the applicable services and activities review client files, and provide technical assistance. The Provider will agree to ensure the cooperation of the Provider's employees and board members in such efforts.

6.23 CONTRACT PERFORMANCE DISPUTES AND APPEALS

The definitive contract is not subject to arbitration. Any performance issues will be identified in writing.

6.24 CONTRACT TERM

Provider contracts pursuant to this RFP are effective from January 1, 2010 through June 30, 2014 as long as the Provider fulfills all terms and conditions of the Provider contract. Changes to the Iowa Plan contract may require corresponding changes in Provider contracts. Providers must provide services under this RFP effective January 1, 2010.

6.25 COORDINATION OF ACTIVITIES

The Provider will make every reasonable effort to link Clients to needed services and supports such as criminal justice, education, vocational rehabilitation and employment. Written referral and/or interagency collaborative agreements are to be maintained.

6.26 COORDINATION OF SERVICES

Providers seeking grant moneys administered by IDPH will provide documentation of coordination of services with other local entities providing similar services including the local board of health.

6.27 COST SHARING

IDPH Clients at or below 200% of the Federal poverty level cost share on the basis of a sliding fee scale, approved by IDPH, based on income and family size. There is no charge for missed appointments, but a one-time no show fee may be charged, not to exceed an amount established by IDPH.

6.28 COURT ORDERED SUBSTANCE ABUSE SERVICES

A significant number of substance abuse clients enter treatment due to court orders, involuntary commitment, criminal charges or convictions. Criminal justice clients include all non-incarcerated, eligible pre-trial and post-trial populations. The Department of Corrections and the community-based provider network have an interdependent relationship. In order for treatment to be successful with the corrections population, programs must provide structure,

comprehensive levels of care, and understand the dynamics of working with a highly resistant client population.

The Provider is responsible for the provision of substance abuse services ordered for eligible persons through a court action when,

- except for evaluations, the services ordered by the Court meet the criteria of service necessity
- the Court orders treatment with a IDPH-Funded Provider

The Provider must work with the Courts to determine the appropriateness of Court-ordered services and to offer specific alternatives for the Court to consider.

6.29 COVERED SERVICES

The following list of covered substance abuse services and supports must be available to all IDPH-Funded Clients:

- Outpatient Treatment (ASAM PPC-2R Level I.)
- Intensive Outpatient (ASAM PPC-2R Level II.1.)
- Partial Hospitalization (day treatment) (ASAM PPC-2R Level II.5.)
- Clinically Managed Low Intensity Residential Treatment (ASAM PPC-2R Level III.1.)
- Clinically Managed Medium Intensity Residential Treatment (ASAM PPC-2R Level III.3.)
- Clinically Managed High Intensity Residential Treatment (ASAM PPC-2R Level III.5.)
- Medically Monitored Intensive Inpatient Treatment (ASAM PPC-2R Level III.7.)
- intake, assessment and diagnosis services, including appropriate physical examinations, urine screening, and all necessary medical testing to determine a substance abuse diagnosis, identification of medical or health problems, and screening for contagious diseases
- evaluation, treatment planning, and service coordination
- all services appropriately provided as part of substance abuse treatment. Such services would vary according to the level of service, and may include, but not necessarily be limited to, the following:
 - lodging and dietary services
 - physician, physician assistant, psychologist, nurse, certified addictions counselor, social worker, and trained staff services
 - rehabilitation therapy and counseling
 - family counseling and intervention for the primary recipient of services, including co-dependent/collateral counseling with primary recipient of services
 - diagnostic X-ray, specific to substance abuse treatment
 - diagnostic urine testing, specific to substance abuse treatment
 - psychiatric, psychological and medical laboratory testing, specific to substance abuse treatment
 - equipment and supplies

- substance abuse counseling services when provided by approved opioid treatment programs that are licensed under Iowa Code Chapter 125 (The costs of Bupenorphone and Methadone dispensing will not be covered under the contract.)
- substance abuse treatment for IDPH Participants convicted of Operating a Motor Vehicle While Intoxicated (OWI), Iowa Code Section 321J.2 and IDPH Participants whose driving licenses or non-resident operating privileges are revoked under Chapter 321J, provided that such treatment service meets the criteria for service necessity and sliding fee scale
- court-ordered evaluation for substance abuse

6.30 COVERED SUBSTANCE ABUSE DISORDERS

- Non-Dependent Abuse of Alcohol
- Alcohol Dependency
- Drug Dependency
- Non-Dependent Abuse of Drugs
- Intervention for Significant Others (only when there is no identified diagnosed Client)

6.31 CRITICAL INCIDENTS

Critical incidents are those events which are dangerous to the Client or to another party occurring while a Client is actively being treated through the Iowa Plan and which result in a significant event including:

- death
- suicide
- assault
- dangerous behavior
- leaving a 24-hour facility against medical advice (AMA)
- using drugs while in an inpatient, residential or halfway house facility
- escape from a locked facility
- unauthorized departure from a 24-hour facility pursuant to a court order

Providers must fax or email a completed Critical Incident form to Magellan within 24 hours of becoming aware of the incident. The Critical Incident form must document all follow-up action taken by the Provider or other involved party. If requested, Providers must participate in an audit conducted by Magellan by sharing case records and other information about the incident.

6.32 CULTURAL COMPETENCE

Providers who encounter clients with special cultural, ethnic, or communication needs must either locate appropriate services for the Client or contact Magellan for assistance to assure provision of appropriate services. Providers must engage in other specific Magellan quality

improvement activities related to improving cultural competence and provision of culturally-specific services.

6.33 DRUG FREE WORKPLACE

In order to comply with the Drug Free Workplace Act of 1988 and 41 US Code Annotated Section 701, the Provider must report any conviction of employees under a criminal drug statute for violations occurring on the Provider's premises or off the Provider's premises while conducting official business. A report of a conviction shall be made to Magellan within five (5) working days after the conviction.

6.34 ELIGIBILITY

Providers determine Client eligibility for IDPH-Funded substance abuse services at the time the Client requests services.

6.34.1 Individuals Eligible for IDPH-Funded Services

- resident of the State of Iowa, and
- income at or below 200% of the Federal poverty guidelines as published by the Department of Health and Human Services, and
- third party payment is not available to pay for services.

6.34.2 Individuals Not Eligible for IDPH-Funded Services

The following individuals are not eligible for IDPH-Funded services:

- Medicaid beneficiaries enrolled in the Iowa Plan, including those persons (categorized as Month of Application clients) who have applied for or intend to apply for Medicaid and who become Medicaid enrollees in the Iowa Plan
- inmates of a non-medical public institution such as a jail or other public penal institution; except for:
 - Clients receiving Jail-Based Assessments
 - Clients receiving other jail-based services approved by IDPH
 - Clients receiving services "in-lieu of jail", generally provided outside of a jail setting, at the Provider's normal service locations
 - Clients housed in non-custodial residential correctional facilities operated by Judicial DistrictsServices to such Clients may not violate 6.56 NON-SUPPLANTING REQUIREMENT.
- individuals receiving OWI assessments only, who are not admitted to treatment

6.34.3 Women and Children

Pregnant women and women with children, including those who have custody of their children as well as those seeking custody, are eligible for enhanced substance abuse treatment and ancillary supportive services through Women and Children Programs.

6.35 EQUAL EMPLOYMENT PRACTICES

The Provider will comply with the provision of Federal, State and local regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, creed, sex, age, or national origin, and mental or physical disability.

The Provider must comply with all the provisions and applicable conditions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Equal Pay Act of 1963; the Rehabilitation Act of 1973, as amended; The American with Disabilities Act of 1990; the Civil Rights Act of 1991; Iowa Code Chapter 216; Iowa Executive Order Number Fifteen' and the Iowa Executive Order Number 34. If applicable, the Provider also must comply with all the provisions of Executive Order #11246 including amendments, as well as rules, regulations and relevant order of the Secretary of Labor.

The Provider in completing the definitive contract, will comply with part 80 of Title 45, code of Federal Regulations, and all laws and regulations cited in paragraph "d" so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, political affiliation, national origin, sex, age, physical or mental disability or sexual orientation. This also includes persons testing positive for human immunodeficiency virus. For the purpose of the definitive contract, discriminatory distinctions include, but will not be limited to: denying a participant any service, benefit, or availability of a facility; or providing any service or benefit which is different in manner, income guidelines, place or time from that provided to other participants under the definitive contract.

The Provider will have an Affirmative Action Program and will provide the appropriate State or Federal agencies with reports required to insure compliance with equal employment legislation and regulations. The Provider will insure that all authorized Subcontractors comply with the provisions of the clause. Iowa Executive Order Number 34 requires every Provider and Subcontractor to make available upon request its Affirmative Action Program containing goals and time specifications.

The Provider will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Employment Opportunity clause.

The employment practice provisions stated herein will be fully enforced; any breach of said provisions will be regarded as a material breach of contract. In the event of the Provider's noncompliance with this clause of the definitive contract or with any such rules, regulations or

orders, the definitive contract by be terminated or suspended, and the Provider may be declared ineligible for further government contracts.

The Provider will ensure that all its facilities are accessible to handicapped individuals, or have written policies and procedures that outline how disabled individuals can gain access to the facility for services.

The Provider will comply with all aspects of the Federal American with Disabilities Act, Part I (relating to employment) and Part II (relating to services).

6.36 EXTERNAL EVALUATION OF THE IOWA PLAN

Providers must participate in external evaluations of the Iowa Plan by, for example, submitting clinical records or meeting with evaluators, as requested.

6.37 FEDERAL AND STATE REQUIREMENTS

The Provider will comply with all Federal and State requirements that may be applicable to the definitive contract.

6.38 FINANCIAL REPORTING

An annual audited financial report which specifies the Provider's financial activities under this definitive contract for the contract period must be submitted within nine (9) months of the close of the Provider's fiscal year. The report, prepared using Generally Accepted Accounting Principles, must be obtained using an independent Certified Public Accountant with the report sent directly to Magellan's General Manager. The Provider will be responsible for the cost of the audit.

6.39 FUNDING SOURCE MONITORING

Magellan reviews billing, SARS reporting, and clinical documentation to assure that services are provided under the appropriate funding stream and that service delivery is accurately documented. Results of monitoring are communicated to Providers, as necessary. Providers must develop and implement corrective actions, as required.

6.40 GENERAL REPORTING REQUIREMENTS

For the SARS/I-SMART data reporting, IDPH will provide the Provider with the appropriate forms, formats and instructions when required. Magellan may require additional reports during the definitive contract evaluation period in order to assess contract performance. Failure of the Provider to submit the required reports within the allotted time frame may result in a withholding penalty.

6.41 HIV SERVICES

Early intervention services for HIV disease to individuals will be undertaken voluntarily by, and with the informed consent of, the individual. Undergoing such services is not to be required as a condition of receiving treatment services for substance abuse or any other service.

6.42 INCENTIVES/PENALTIES

If IDPH Funds become available for Provider incentives, IDPH and Magellan may determine how such incentives may be directed to Providers. Incentives for the first contract year, January 2010 through June 2011, will be related to client engagement after service initiation and over time. If available, incentive funding may also be directed to service provision above contractual requirements or to specific services that support or enhance the service delivery system.

Financial penalties may be imposed for failure to meet contractual requirements.

6.43 INSURANCE

The Provider will procure and maintain such insurance as required by Magellan in the definitive contract. Such insurance will include, but not be limited to the following: professional and general liability insurance; fidelity bonding of persons entrusted with the handling of funds; workers compensation; and unemployment insurance.

6.44 INTERIM SERVICES SPECIAL CONDITIONS

If, after notifying the Iowa Plan that admission to treatment of pregnant women can not be accomplished within 48 hours or IV drug users within 14 days of the individual seeking treatment, it is determined that no Provider has capacity, interim services are to be provided. Interim services to IV drug users will include counseling and education about HIV and TB, about the risks of transmission to sexual partners and infants, about the relationship between IV use and communicable diseases, and about steps that can be taken to ensure that HIV transmission does not occur and, if necessary, referral for HIV and TB treatment services. The Provider will establish a waiting list, which includes a unique patient identifier, for individuals awaiting treatment for IV drug use, including those receiving interim services. For pregnant women, this will also include prenatal care referral and education about the effects of alcohol and drug use on the fetus.

6.45 IOWA RESIDENCE

IDPH-funded services are for Iowa residents only. The primary place of residence at the time of treatment must be in Iowa. If a place of residence is not maintained while receiving residential services, the most recent place of residence will be considered when determining residence.

6.46 LEGALIZED ALIENS

The Provider will submit the State Legalization Impact Assistance Grant (SLIAG) Quarterly Expenditure Report form and Claim Voucher for reimbursement of services provided to Eligible Legalized Aliens (ELA). Quarterly reports will be submitted to the IDPH Family and Community Health Division, Lucas State Office Building, Des Moines, Iowa 50319-0075, by the 15th of the month following each quarter (i.e., October 15, January 15, April 15 and July 15).

6.47 LICENSE

Bidders and Providers must be licensed by IDPH as a Substance Abuse Treatment Program or an Intake and Assessment entity, in accordance with Iowa Code, Chapter 125, and Iowa Administrative Code, Section 641, Chapter 3.

6.48 LOBBYING EFFORTS

The Provider will covenant that:

- A. Funds provided under the definitive contract will not be used for purposes related to lobbying State or Federal elected officials.
- B. No Federal appropriated funds have been paid or will be paid on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this definitive contract, grant, loan, or cooperative agreement, the Provider will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

6.49 MAINTENANCE OF LOCAL FUNDING FOR SUBSTANCE ABUSE SERVICES

The Provider shall develop other sources of financial support for program activities, including the following activities:

1. Recover, to the maximum extent feasible, third-party revenues to which the Provider is entitled as a result of services provided.
2. Garner all other available federal, state, local, and private funds.
3. Charge IDPH Clients according to their ability to pay for the services provided, based on the sliding fee schedule developed. The sliding fee schedule shall be developed by Magellan using standardized guidelines provided or approved by IDPH. Variances from these guidelines must have prior written approval from IDPH and Magellan. Client billing and collection procedures shall be consistent with those established and provided Magellan. Services funded partially or completely by IDPH Funding shall not be denied to a person because of the inability of the person to pay a fee for the service. Factors of individual/ immediate family income and family size are to be used in developing the sliding fee schedule.

6.50 MAINTENANCE OF RECORDS

The Provider will agree to maintain books, records, documents, and other evidence (hereinafter referred to as records) documenting the costs and expenses of the definitive contract to the extent and in such detail as will properly reflect all net costs (direct and indirect) of labor, materials, equipment, supplies, services, etc. for which payment is made under the definitive contract. All medical records pertaining to substance abuse services provided under the definitive contract will be maintained.

The Provider will maintain all records for the duration of the definitive contract period and for seven years thereafter. At the definitive contract conclusion, the Provider will turn over a copy or original of all records, save medical records, to Magellan or a party designated by Magellan. Medical records will be transferred, at no cost to the patient, to the medical caregiver of the patient's choice or to a new Iowa Plan Provider upon request of the client or Magellan.

Subcontractors must comply with all of the requirements of this section for all work related to the performance of the definitive contract.

6.51 MANAGEMENT INFORMATION SYSTEM

The Provider must maintain an information system which performs the functions of the Substance Abuse Reporting System (SARS) or Iowa Service Management and Reporting Tool (I-SMART) and other data management. Treatment providers funded through the Iowa Plan are required to report SARS data/I-SMART data on all substance abuse Clients regardless of source of payment. The management information system and the Provider's policies and procedures must:

- A. Maintain a recipient database, using SARS/I-SMART State ID number.
- B. Assure accurate data tracking and reporting.
- C. Maintain clinical and functional client outcomes data and data on other QA activities such as client satisfaction surveys.

6.52 MINIMUM NUMBER AND CLIENT MIX

Providers are required to provide services to a minimum number of IDPH Clients annually. Further, Providers are required to provide services to Clients from certain population categories (client mix) so that the statewide percentages are as follows:

- 28% women
- 4% pregnant women
- 64% criminal justice referral source
- 31% unemployed
- 41% prior substance abuse treatment
- 13% race other than white
- 65% monthly taxable income under \$1000

Each Client may be counted in as many of the categories as may be applicable.

6.53 MISSED APPOINTMENTS

Providers may bill Clients one (1) “no-show fee” for a missed appointment during each distinct episode of care. A distinct episode of care is defined as the course of treatment that occurs with one Provider, from assessment through admission and subsequent service(s), ending at discharge.

6.54 MONITORING AND EVALUATION

Providers will allow Magellan access to client treatment records for contract management purposes, including care management, quality improvement, and other activities.

6.55 NON-SUPPLANTING REQUIREMENT

Federal funds made available under the definitive contract will be used to supplement and increase the level of State, local and other non-Federal funds that would in the absence of such Federal funds be made available for the programs and activities for which funds are provided and will in no event take the place of State, local and other non-Federal funds.

6.56 NOT-FOR-PROFIT REQUIREMENT

Bidders must have and Providers must maintain status as a non-profit organization pursuant to Iowa Code chapter 504A (Iowa Non-profit Corporation Act) or its affiliation with a government organization, and file all required State and Federal reports to maintain such status.

6.57 OUTREACH SERVICES - IV DRUG

Providers providing services to IV drug will perform outreach activities. Providers will select, train and supervise outreach workers. They will encourage individuals needing IV treatment to undergo treatment and provide awareness about relationship between IV use and communicable

disease. The Provider will use outreach models that are applicable to the local situation and use an approach that can be expected to be reasonably effective.

6.58 PAYMENT OF LAST RESORT

IDPH Funds are to be used as the payment of last resort and are intended to support those Iowa residents without resources to pay for substance abuse services or having available third party resources to pay for services. Providers must apply all available funding from third party payors prior to determining a client's eligibility for IDPH Funds. When all third party fees have been determined, eligibility for IDPH Funds can be determined and, if the potential Client is eligible, the sliding fee scale can be applied to the Client's portion of the remaining fees.

6.59 PAYMENT TO IOWA PLAN PROVIDERS

Magellan will pay the Provider 1/12th of its annual contract by the 15th day of the month of service. (Because the first contract year is 18 months, Magellan will pay Providers 1/18th of their contracts each month.) The Provider must agree to accept the payments as payment in full for all services provided to Clients beyond the Client co-pay according to the standardized sliding fee scale and for all administrative expenses associated with serving the Client and with holding an Iowa Plan IDPH-Funded contract. The Provider will be required to serve all IDPH Participants who seek services, within capacity constraints, and to serve a minimum number of Clients as per contract. A portion of the payment may be withheld if penalties are assessed.

6.60 PRIORITY IN TREATMENT

Priority in treatment must be given to those individuals with the greatest clinical need. In establishing clinical need, priority must be given to substance abuse which results in the highest cost as measured by severity of personal and social consequences, and the number of abusers. Pregnant women are to be given preference in admissions to treatment as follows: (1) pregnant women injecting drug users, (2) pregnant substance abusers, (3) injecting drug users, (4) all others. Admission to treatment of pregnant women must be accomplished within 48 hours and intravenous (IV) drug users within 14 days of the individual seeking treatment. If the Provider is unable to admit the pregnant woman or IV drug user within the required time due to insufficient capacity, the Iowa Plan is to be notified immediately, using procedures established by Magellan. In addition, the Iowa Plan is to be notified when treatment program networks reach 90% capacity for these two populations.

6.61 PRIVATE CONSULTATION

Employees of the Provider whose salaries are paid by Iowa Plan IDPH Funds, will not engage in private consultation during the hours that are paid for by Iowa Plan IDPH Funds.

6.62 PROVIDER MANUAL

The sections of the Iowa Plan Provider Manual that apply to IDPH-Funded substance abuse services will be incorporated into Provider contracts pursuant to this RFP.

6.63 PROVIDER PROFILING

Providers must participate in Provider Profiling activities, including technical assistance and corrective action, as required.

6.64 PUBLICATIONS, COPYRIGHTS AND RIGHTS IN DATA, AND PATENTS

A. Publications

The Provider will not publish the results of contract activity without prior approval by Magellan and IDPH. Such publication (written, visual, or audio) will contain an acknowledgment of IDPH, Magellan, and SAMHSA contract support. A copy of any such publication will be furnished to Magellan and IDPH at no cost.

B. Copyrights and Rights in Data

Where activities supported by the definitive contract produce an original computer program, (including executable computer programs and supporting data in any form), writing, sound recording, pictorial reproduction, drawing or other graphical representation and work of similar nature, Magellan and IDPH reserve the right to its use, duplication, and disclosure, in whole or in part, in any manner for any purpose whatsoever.

C. Patents

If any patentable invention is developed by an employee of the Provider in the course of employment, such invention will be reported to Magellan and IDPH. IDPH will be entitled to a share, proportionate to IDPH's funding, of rights to said invention, including title to and license rights under any patent application or patent which may be issued.

6.65 QUALIFICATIONS OF STAFF

The Provider will be responsible for assuring that all persons, whether they are employees, agents, Subcontractors or anyone acting for or on behalf of the Provider, are properly licensed, certified or accredited as required under applicable State law and the Iowa Administrative Code. The Provider will maintain copies of current credentials in a centralized local administrative file. The Provider will submit evidence of valid licenses and/or certifications in good standing for staff and Subcontractors as requested. The Provider will provide standards for service providers who are not otherwise licensed, certified or accredited under State law or the Iowa Administrative Code.

Treatment staff will have the capacity to analyze the needs of and provide specialized services for juveniles, women, cultural and ethnic diversity, intravenous drug users, and parolees/probationers and their unique needs.

6.66 QUALITY IMPROVEMENT REPORTING

The Provider must meet Iowa Administrative Code 641 licensure quality improvement requirements. Providers must participate in Iowa Plan quality improvement efforts, as requested.

6.67 RECORD ACCOUNTABILITY - EQUIPMENT

In accordance with 45 CFR Part 92.32, Providers must maintain property records on equipment. Equipment means tangible, non expendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit. A Provider may use its own definition of equipment. Property records must be maintained that include the following:

- a description of each item purchased
- a serial number or other identification number
- the location and condition
- the acquisition date
- the acquisition cost
- current market value
- disposition of the equipment.

Title to equipment acquired under a contract will vest upon acquisition in the State.

A Provider will use, manage, and dispose of equipment acquired under an IDPH-Funded contract in accordance with State laws and procedures.

An inventory of unused supplies exceeding in total aggregate fair market value will be maintained. Supplies mean all tangible personal property other than “equipment” as defined in 45 CFR Part 92. Title to supplies acquired under a contract will vest upon acquisition in the State. If there is a residual inventory of unused supplies exceeding \$5000 in total aggregate fair market value upon termination of the definitive contract, and if the supplies are not needed for any other federally sponsored programs or projects, the Provider will compensate the State for its share.

6.68 RELEASE OF INFORMATION/AUTHORIZATION TO DISCLOSE

Providers must obtain an appropriate and completed release of information/authorization to disclose from each Client served and for each party to whom information is divulged, including Magellan.

6.69 RETROSPECTIVE REVIEW

The Provider must participate as requested in on-site Retrospective Review of the Provider’s clinical records to monitor:

- that the service necessity requirement is met
- appropriateness of clinical services at all levels of care
- assessment and treatment planning
- accuracy of SARS/I-SMART data
- IDPH Funds as the payment of last resort for IDPH Participants
- Provider record keeping systems including documentation of delivery of all appropriate components of treatment services
- other contractual conditions

Providers must submit and implement corrective action plans, as required.

6.70 SARS/I-SMART DATA SUBMISSION

Providers must report services to all substance abuse clients, regardless of the client's payment source, through SARS or I-SMART

Providers submit SARS/I-SMART data to IDPH. IDPH sends SARS/I-SMART data to Magellan for specific processing. Magellan processes the data and sends summary information to Providers and to IDPH. SARS/I-SMART reporting is monitored to assure services are accurately documented.

6.71 SATISFACTION MEASURES

Providers must participate in and support Iowa Plan satisfaction surveys, as requested. Providers must be willing to participate in Magellan quality improvement activities related to satisfaction survey results.

6.72 SECURITY OF CLIENT FILES AND DATA

The Provider's employees will be allowed access to files only as needed for performance of their duties related to the definitive contract and in accordance with the rules established by the Custodian of the Records. The Provider will maintain policies and procedures for safeguarding the confidentiality of such data, and may be liable civil or criminally under the privacy legislation for negligent release of such information.

6.73 SERVICE NECESSITY REQUIREMENT

Providers awarded contracts pursuant to this RFP must use the American Society of Addiction Medicine Patient Placement Criteria Second Edition - Revised (ASAM PPC-2R) for Client placement, continued stay, and discharge decisions.

6.74 SERVICES AND EDUCATION TO EMPLOYEES

The Provider shall offer continuing education to staff providing treatment services or activities. This shall include education on confidentiality requirements and information on disciplinary action relating to the requirements.

6.75 SERVICE SYSTEM TRANSITION

Any service system transition initiated by IDPH will be consistent with the directives of the Iowa Legislature as stated in:

- 2008 Senate File 2425 and 2009 House File 811:

“Notwithstanding any provision to the contrary, to standardize the availability, delivery, cost of delivery, and accountability of gambling and substance abuse treatment services statewide, the department shall implement [continue implementation of] a process to create a system for delivery of the treatment services. To ensure the system provides a continuum of treatment service that best meets the needs of Iowans, the gambling and substance abuse treatment services in an area may be provided either by a single agency or by separate agencies submitting a joint proposal. The process shall be completed by July 1, 2010.”

- 2009 House File 811:

“The bureau of substance abuse prevention and treatment, the division of tobacco use prevention and control, and the office of gambling treatment and prevention shall develop a strategy to coordinate prevention activities across the spectrum of addictive disorders in order to maximize efficiencies and reduce expenditures while meeting the needs of Iowans.”

6.76 STATUS OF PROVIDER

The Provider will at all times be deemed an independent contractor and not an employee of the State of Iowa. The Provider will be responsible for all its withholding taxes, social security, unemployment, worker’s compensation and other taxes and will hold Magellan harmless for any claims for same.

6.77 SUBCONTRACTORS

Magellan must approve any subcontracts entered into by the Provider for the purpose of completing the provisions of the definitive contract prior to entering into subcontracts. The contract between Magellan and the Provider will not be affected by any subcontract. All requirements and restrictions which apply to the Provider will also apply to the Subcontractors.

None of the treatment program services relating to the definitive contract will be subcontracted to another program without specific prior written approval by Magellan. To obtain approval, the Provider will submit to Magellan the proposed contract or written agreement between the parties. If, during the course of the subcontract period, the Provider or Subcontractor wishes to change or revise the subcontract, prior written approval from Magellan will be required.

The Provider will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Provider or Subcontractor will participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent would be involved. See also the Code of Federal Regulations Title 45 Part 92.36.

6.78 TERMINATION

The definitive contract may be terminated solely by Magellan for any or all of the following reasons:

6.78.1 Termination for Default

The failure of the Provider to comply with any term, condition, or provision of the definitive contract, including but not limited to failure to implement the definitive contract effective January 1, 2010, will constitute a default by the Provider. In this event, Magellan will deliver to the Provider written notice specifying the nature of the Provider's default. Magellan's notice will also include any penalties due for late or unsatisfactory performance. The Provider will have ten (10) days after such notice to correct the problem which resulted in the default notice. The General Manager of Magellan may issue a notice of immediate termination if the default is not corrected to the satisfaction of Magellan.

6.78.2 Termination for Convenience

Magellan may terminate the definitive contract in whole or in part whenever, for any reason, Magellan determines that such termination is in the best interest of the Iowa Plan. In this event, Magellan will issue a termination notice to the Provider at least ten (10) days prior to the effective termination date.

6.78.3 Termination for Bankruptcy or Insolvency

In the event that the Provider shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of the rights of creditors, Magellan may, at its option, terminate the definitive contract. In the event Magellan elects to terminate the definitive contract under this provision, it will do so by sending notice of

termination to the Provider. The date of termination will be deemed to be the date such notice is mailed to the Provider, unless otherwise specified.

6.78.4 Termination for Unavailability of Funds

The performance by Magellan of any of its obligations under the definitive contract will be subject to and contingent upon the availability of Federal and State moneys lawfully applicable for such purposes. If Magellan deems that moneys lawfully applicable to this definitive contract will not be available at any time during the definitive contract term, Magellan may issue a termination notice to the Provider at least thirty (30) days prior to the effective date that funds to continue this definitive contract will no longer be available. The obligations of the parties hereto will end as of the date specified in the termination notice, and the definitive contract will be considered canceled.

6.78.5 Termination for Quality of Care Related Matters

Magellan may terminate the definitive contract at any time to ensure the highest quality of care and to ensure protection of the health and safety of the client population.

6.78.6 Termination for Iowa Plan Termination

Magellan will terminate the definitive contract if the Iowa Plan is terminated or if Magellan's contract with IDPH to manage IDPH-Funded services is terminated.

6.78.7 Termination Events

In the event of termination, the Provider will be reimbursed by Magellan only for those allowable costs incurred or encumbered prior to the termination date, subject to the continued availability of funds to Magellan.

Should the definitive contract terminate prior to the expiration date, the Provider will agree to deliver such information and items which are due as of the date of termination, including partially completed plans, drawings, data, documents, surveys, maps, reports, models, etc. The Provider is responsible to ensure a smooth transition of services to Clients.

Magellan will not be liable for unemployment compensation arising from the termination of the definitive contract.

6.78.8 Penalty

With ten (10) working days written notice, Magellan may temporarily withhold payment of contract funds until a problem has been solved and submitted by the Provider and approved by Magellan. Penalty reasons may include, but are not limited to:

- A. Delinquency in submitting required reports, including SARS/I-SMART reporting.
- B. Failure to meet the terms and requirements of the definitive contract.
- C. Failure to provide adequate management of contract funds or equipment.

Temporary withholding of contract funds will not constitute just cause for the Provider to interrupt services to Clients.

The Provider shall be liable to Magellan for all penalties imposed by IDPH on Magellan as a result of the failure of Provider to meet the requirements of the contract. Magellan reserves all administrative, contractual and legal remedies which are available in the event that the Provider violates or breaches the terms of the definitive contract.

6.78.9 Conflict of Interest

The provision of Chapter 68 B, Code of Iowa, will apply. In the event that such a conflict of interest is proven to Magellan, Magellan will terminate the definitive contract, and the Provider will be liable for any excess costs to Magellan as a result of contract default.

The Provider will establish safeguards to prevent employees, consultations, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Provider will report any related party transaction to Magellan. Written approval from Magellan will be required prior to such transaction.

6.79 TRANSITION

If a Provider contract pursuant to this RFP results in a change of providers for Clients, the Provider must work with Magellan to transition Clients to avoid an abrupt change for Clients.

6.80 TUBERCULOSIS (TB) SERVICES

The Provider will make available TB services directly or through an interagency collaborative agreement with another local agency.

The Provider will implement infection control procedures and protocols provided by IDPH. All programs will test for TB in the following populations:

- all persons in residential treatment and half-way houses, and
- outpatient Clients who are:
 - IV drug users
 - persons who are in close relationships with IV drug users
 - any other Clients who may be at high risk for tuberculosis, such as those with an unexplained persistent cough or the homeless.

6.81 UNALLOWABLE EXPENSES

Contract funds can be expended only for services and activities covered in the definitive contract. Unless specifically allowed by special condition, Iowa Plan IDPH Funds may not be expended for:

- A. Purchase of land or construction of building or improvements thereon, or payment of real estate mortgages or taxes.
- B. Purchase of major medical equipment.
- C. Costs related to political activity.
- D. Any bonus, commission or fee paid by the Provider for the purpose of applying for or obtaining Magellan's contract.
- E. Distribution of sterile needles for the hypodermic injection of any legal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
- F. Carrying out testing for the etiologic agent for acquired immune deficiency syndrome unless such testing is accompanied by appropriate pre-test and post-test counseling.
- G. Any salary in excess of \$125,000 per year.
- H. Costs of services that are paid for by another organization or individual.
- I. Inpatient hospital treatment and/or detoxification.
- J. Satisfying the requirement for expenditures of non-Federal funds as a condition for the receipt of Federal funds
- K. Subcontracting for treatment services by organizations other than government or private non-profit entities.
- L. Payments to intended recipients of health services.

6.82 UTILIZATION OF MINORITY BUSINESS ENTERPRISES

It is the policy of Iowa that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. By the submission of a Proposal, the Bidder will agree to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of the definitive contract.

6.83 UTILIZATION OF SMALL BUSINESS

The State encourages the use of small businesses in the performance of government contracts. By the submission of a Proposal, the Bidder will agree to undertake the maximum amount of subcontracting to small businesses that is consistent with the efficient performance of the definitive contract.

6.84 WARRANT AGAINST CONTINGENT FEES

The Provider warrants that no person or selling agency has been employed or retained to solicit and secure a definitive contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the

Provider for the purpose of securing business. For breach or violation of this warranty, Magellan will have the right to award a definitive contract without liability, or in its discretion, to deduct from the definitive contract price or to otherwise recover, the full amount of such commission, percentage, brokerage, or contingency.

APPENDICES

APPENDIX 1

**IDPH Outpatient Service Area Funding Summary:
January 1, 2010 – June 30, 2011**

**IDPH Outpatient Service Area Funding Summary:
For July, 2011 - June, 2012 and subsequent periods**

IDPH Region List

IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
2	Adair							
2	Cass							
2	Dallas							
2	Fremont							
2	Montgomery							
2	Page							
2	Total	1,041	10,413	\$614,370	119	1,543	\$124,965	\$739,335
3	Des Moines							
3	Henry							
3	Lee							
3	Louisa							
3	Total	1,055	10,553	\$622,612	120	1,563	\$126,642	\$749,254
4	Audubon							
4	Carroll							
4	Greene							
4	Guthrie							
4	Sac							
4	Total	621	6,214	\$366,610	71	921	\$74,570	\$441,180

IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
5	Benton							
5	Jackson							
5	Jones							
5	Linn							
5	Clinton							
5	Total	3,367	33,671	\$1,986,563	384	4,989	\$404,075	\$2,390,639
7	Harrison							
7	Mills							
7	Pottawattamie							
7	Total	1,004	10,038	\$592,214	114	1,487	\$120,459	\$712,673
8	Adams							
8	Clarke							
8	Decatur							
8	Madison							
8	Ringgold							
8	Taylor							
8	Union							
8	Total	611	6,112	\$360,626	70	906	\$73,353	\$433,979
9	Scott							
9	Total	1,872	18,722	\$1,104,582	213	2,774	\$224,677	\$1,329,259

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IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
10	Allamakee							
10	Clayton							
10	Fayette							
10	Howard							
10	Winneshiek							
10	Total	841	8,413	\$496,365	96	1,246	\$100,963	\$597,328
12	Polk							
12	Warren							
12	Total	4,231	42,314	\$2,496,542	482	6,269	\$507,807	\$3,004,350
13	Delaware							
13	Dubuque							
13	Total	1,209	12,088	\$713,195	138	1,791	\$145,067	\$858,262
14	Boone							
14	Story							
14	Calhoun							
14	Hamilton							
14	Humboldt							
14	Pocahontas							
14	Webster							
14	Wright							
14	Total	2,310	23,105	\$1,363,190	263	3,423	\$277,279	\$1,640,469

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IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
16	Cedar							
16	Iowa							
16	Johnson							
16	Washington							
16	Total	1,722	17,215	\$1,015,699	196	2,551	\$206,597	\$1,222,296
17	Hardin							
17	Marshall							
17	Poweshiek							
17	Tama							
17	Total	947	9,474	\$558,960	108	1,404	\$113,695	\$672,655
18	Hancock							
18	Cerro Gordo							
18	Floyd							
18	Franklin							
18	Kossuth							
18	Mitchell							
18	Winnebago							
18	Worth							
18	Total	1,683	16,830	\$992,996	192	2,494	\$201,980	\$1,194,976
19	Muscatine							
19	Total	390	3,905	\$230,371	44	578	\$46,858	\$277,229

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IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
20	Jasper							
20	Marion							
20	Total	609	6,087	\$359,138	69	902	\$73,050	\$432,188
21	Appanoose							
21	Davis							
21	Jefferson							
21	Keokuk							
21	Lucas							
21	Mahaska							
21	Monroe							
21	Van Buren							
21	Wapello							
21	Wayne							
21	Total	1,237	12,370	\$729,833	141	1,833	\$148,451	\$878,284
22	Cherokee							
22	Crawford							
22	Ida							
22	Monona							
22	Plymouth							
22	Shelby							
22	Woodbury							
22	Total	2,267	22,674	\$1,337,743	258	3,359	\$272,103	\$1,609,846

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IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) January 1, 2010 – June 30, 2011								
Service Area	County	Jan '10 - June '11 Outpatient Clients	Jan '10 - June '11 Outpatient Units	Jan '10 - June '11 Outpatient Funding	Jan '10 - June '11 IOP Clients	Jan '10 - June '11 IOP Units	Jan '10 - June '11 IOP Funding	Jan '10 - June '11 Service Area Funding
23	Buena Vista							
23	Clay							
23	Dickinson							
23	Emmet							
23	Lyon							
23	O'Brien							
23	Osceola							
23	Palo Alto							
23	Sioux							
23	Total	1,364	13,636	\$804,529	155	2,020	\$163,645	\$968,173
24	Black Hawk							
24	Bremer							
24	Buchanan							
24	Butler							
24	Chickasaw							
24	Grundy							
24	Total	2,102	21,023	\$1,240,366	240	3,115	\$252,296	\$1,492,661
	State of Iowa	30,486	304,856	\$17,986,507	3,474	45,167	\$3,658,531	\$21,645,037

Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
2	Adair								
2	Cass								
2	Dallas								
2	Fremont								
2	Montgomery								
2	Page								
2	Total		641	6,414	\$391,272	90	1,164	\$94,293	\$485,565
3	Des Moines								
3	Henry								
3	Lee								
3	Louisa								
3	Total		746	7,459	\$454,983	104	1,354	\$109,647	\$564,630
4	Audubon								
4	Carroll								
4	Greene								
4	Guthrie								
4	Sac								
4	Total		401	4,006	\$244,390	56	727	\$58,896	\$303,285

Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
5	Benton								
5	Jackson								
5	Jones								
5	Linn								
5	Clinton								
5	Total		2,112	21,123	\$1,288,533	295	3,834	\$310,525	\$1,599,058
7	Harrison								
7	Mills								
7	Pottawattamie								
7	Total		707	7,073	\$431,435	99	1,284	\$103,972	\$535,406
8	Adams								
8	Clarke								
8	Decatur								
8	Madison								
8	Ringgold								
8	Taylor								
8	Union								
8	Total		417	4,172	\$254,490	58	757	\$61,330	\$315,820
9	Scott								
9	Total		1,075	10,747	\$655,585	150	1,950	\$157,990	\$813,574

Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
10	Allamakee								
10	Clayton								
10	Fayette								
10	Howard								
10	Winneshiek								
10	Total		614	6,139	\$374,463	86	1,114	\$90,242	\$464,706
12	Polk								
12	Warren								
12	Total		2,642	26,416	\$1,611,385	369	4,794	\$388,329	\$1,999,714
13	Delaware								
13	Dubuque								
13	Total		785	7,847	\$478,687	110	1,424	\$115,359	\$594,046
14	Boone								
14	Story								
14	Calhoun								
14	Hamilton								
14	Humboldt								
14	Pocahontas								
14	Webster								
14	Wright								
14	Total		1,352	13,521	\$824,805	189	2,454	\$198,770	\$1,023,575

Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
16	Cedar								
16	Iowa								
16	Johnson								
16	Washington								
16	Total		1,002	10,016	\$610,994	140	1,818	\$147,244	\$758,238
17	Hardin								
17	Marshall								
17	Poweshiek								
17	Tama								
17	Total		621	6,210	\$378,813	87	1,127	\$91,290	\$470,103
18	Hancock								
18	Cerro Gordo								
18	Floyd								
18	Franklin								
18	Kossuth								
18	Mitchell								
18	Winnebago								
18	Worth								
18	Total		958	9,575	\$584,082	134	1,738	\$140,758	\$724,841
19	Muscatine								
19	Total		266	2,658	\$162,113	37	482	\$39,068	\$201,181

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Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
20	Jasper								
20	Marion								
20	Total		344	3,445	\$210,116	48	625	\$50,636	\$260,752
21	Appanoose								
21	Davis								
21	Jefferson								
21	Keokuk								
21	Lucas								
21	Mahaska								
21	Monroe								
21	Van Buren								
21	Wapello								
21	Wayne								
21	Total		976	9,764	\$595,605	136	1,772	\$143,535	\$739,140
22	Cherokee								
22	Crawford								
22	Ida								
22	Monona								
22	Plymouth								
22	Shelby								
22	Woodbury								
22	Total		1,421	14,208	\$866,706	198	2,579	\$208,868	\$1,075,575

Projected IDPH Outpatient Service Area Funding Summary (does not include Workforce Enhancement funding) For July 2011 - June 2012 and Subsequent Contract Years									
Service Area	County		July '11 - June '12 Outpatient Clients	July '11 - June '12 Outpatient Units	July '11 - June '12 Outpatient Funding	July '11 - June '12 IOP Clients	July '11 - June '12 IOP Units	July '11 - June '12 IOP Funding	SFY'12 Service Area Funding
23	Buena Vista								
23	Clay								
23	Dickinson								
23	Emmet								
23	Lyon								
23	O'Brien								
23	Osceola								
23	Palo Alto								
23	Sioux								
23	Total		642	6,421	\$391,679	90	1,165	\$94,391	\$486,070
24	Black Hawk								
24	Bremer								
24	Buchanan								
24	Butler								
24	Chickasaw								
24	Grundy								
24	Total		1,432	14,325	\$873,803	200	2,600	\$210,579	\$1,084,382
	State of Iowa		19,154	191,540	\$11,683,940	2,674	34,762	\$2,815,722	\$14,499,662

IDPH REGION LIST

For Iowa Plan purposes, IDPH has designated the following groupings of Service Areas as IDPH Regions.

Central Region:	Service Areas 12, 20
North Central Region:	Service Areas 14 (Calhoun, Hamilton, Humboldt, Pocahontas, Webster, and Wright counties), 17, 18
Northeast Region:	Service Areas 5, 10, 13, 24
Northwest Region:	Service Areas 4, 14 (Boone and Story counties), 22, 23
Southeast Region:	Service Areas 3, 9, 16, 19, 21
Southwest Region:	Service Areas 2, 7, 8

APPENDIX

4.2

Intent to Compete Form

4.2 INTENT TO COMPETE FORM

Bidder Organization Name: _____

Bidder's Contact Person Name: _____

Mailing Address: _____

Phone: _____ E-mail: _____

Instructions:

1. An Intent to Compete Form must be submitted for each Proposal a Bidder intends to submit.
2. Mark the Proposal Category below for which the Bidder is submitting this form.
 - If this form is being submitted for an Outpatient Services Proposal, also specify the number of the Service Area for which the Bidder is submitting the form.

a. Outpatient Services Proposal

- **Service Area number** (see Appendix 3 IDPH Service Area Map): _____

or

b. 24 Hour Services - Adult Proposal _____

or

c. 24 Hour Services - Juvenile Proposal _____

or

d. Women and Children Services Proposal _____

Authorizing Signature: _____

Title: _____ Date: _____

APPENDIX

4.12

Certification Regarding Debarment and Suspension Form

**4.12 CERTIFICATION REGARDING DEBARMENT
AND SUSPENSION FORM**

I certify the following by my signature below as the authorized official signing for:

(Bidder Organization Name)

The authorized official signing for the Bidder will certify, to the best of his or her knowledge and belief, that the Bidder, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. Has not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not within a 3-year period preceding this Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Bidder not be able to provide this certification, an explanation as to why will be required.

The Bidder will agree by submitting this Proposal that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions” (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions.

Signature of individual authorized to legally bind the Bidder:

Name and title of the individual authorized to legally bind the Bidder:

APPENDIX

4.13

Certification of Independent Determination and Lack of Conflict of Interest Form

**4.13 CERTIFICATION OF INDEPENDENT DETERMINATION AND
LACK OF CONFLICT OF INTEREST FORM**

I certify the following by my signature below as the authorized official signing for:

(Bidder Organization Name)

- A. That the Proposal has been arrived at independently without consultation, communication or agreement for the purpose of restricting competition.
- B. Unless otherwise required by law, the information in this Proposal has not been knowingly disclosed by any Bidder and shall not knowingly be disclosed by the Bidder for the purpose of restricting competition.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or entity to submit or not submit a Proposal for the purpose of restricting competition.
- D. No relationship exists or will exist during the contract period between the Bidder and Magellan that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder and another person or organization that constitutes a conflict of interest with respect to a contract that may result from this RFP.
- E. No contact, direct or otherwise, regarding this RFP or any issues relating to this RFP, has occurred with any of the individuals listed in section 2.5 Restriction on Communication.
- F. Submittal of a Proposal will constitute acceptance of the terms, conditions, criteria and requirements set forth in this RFP and operates as a waiver of any and all objections to the contents of this RFP.
- G. No claim will be made for payment to cover costs incurred in preparation of the submission of this Proposal or any other associated costs.
- H. No IDPH Funds were used by the Bidder to support the cost incurred in the preparation of a response to this RFP.
- I. Each person signing this Proposal must certify that:
He/she is the person in the Bidder's organization responsible within that organization for the decision as to the information being offered herein, that he/she has not participated, and shall not participate, in any action contrary to RFP or contract conditions,
or
He/she is not the person in the Bidder's organization responsible within that organization for the decision as to the information being offered herein, but he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and shall not participate in any action contrary to this application or contract conditions, and as the Bidder's agent does hereby certify; and he/she has not participated, and shall not participate, in any action contrary to RFP or contract conditions.
- J. No gratuity has been offered, promised or given to influence any activity relating to this RFP.

Signature of individual authorized to legally bind the Bidder:

Name and title of the individual authorized to legally bind the Bidder:
