

Contract Declarations & Execution Page

Special Conditions for Contract # 5884BT##

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

State Agency Transition Period

Effective July 1, 2022, through July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services (DHS) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (DHHS). For purposes of this Agreement throughout the transition period, "Agency" or "Department" means either IDPH or DHHS. Throughout the transition period, IDPH and DHHS shall have and may exercise all legal powers and duties of IDPH, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services shall merge and become the Iowa Department of Health and Human Services (DHHS). For purposes of this Agreement on and after July 1, 2023, "Agency" or "Department" means DHHS. On and after July 1, 2023, DHHS shall have and may exercise all legal powers and duties of the former IDPH, including executing all contractual rights and obligations.

Article II - Designation of Authorized State Official:

Ken Sharp, Operations Deputy, Division Public Health is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to John Hallman at (515) 336-1904.

Article III - Designation of Contract Administrator:

Insert Name has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: [insert name](#); telephone (); [email address](#).

It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates [insert name](#) as the Grantee Contact in IowaGrants (www.IowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Brent Spear	Bureau Chief	brent.spear@idph.iowa.gov
TBD	Program Consultant	TBD
John Hallman	Program Contract Manager	john.hallman@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
	Director	
	Finance	
	Emergency Preparedness Coordinator	

The Contractor shall notify the Department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

The intent of this contract is to support the public health system and assure readiness and response capability to respond effectively to health related disasters within the community. The Department seeks to enhance Iowa's ability to mobilize, surge, and respond to public health emergencies by establishing contracts with Iowa's local public health agencies that they may receive funding through an expeditious manner (contract amendments) which will allow the Contractor to respond to public health emergencies of such magnitude, complexity or significance that they would have an overwhelming impact upon Iowa's public health system with the potential to exceed the available resources.

If and when emergency response funding becomes available during the term of this contract, contract amendments which outline the amount of the funding and the scope and description of services will be executed.

Article VI - Description of Work and Services:

RESERVED: To be specified in a future contract amendment(s).

Article VII – Performance Measure:

RESERVED: To be specified in a future contract amendment(s).

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

Report Title	Form Type	Date Due
RESERVED: To be specified in a future contract amendment(s).	To be specified in a future contract amendment(s).	To be specified in a future contract amendment(s).

Article IX - Budget:

RESERVED: To be specified in a future contract amendment(s).

Article X - Payments:

1. Submission of Claims for contract period:

The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.

2. End of State Fiscal Year Claims Submission:

Notwithstanding the timeframes above, and absent:

- i. longer timeframes established in federal law or
- ii. the express written consent of the Department,

the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may

pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by [Iowa Department of Administrative Services](#), or for expenses at an in-state event if the lodging provider is not certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.
 - a. Current instate and out of state travel rate reimbursements can be found posted on the Department's [IDPH General Conditions for Service Contracts website](#).
 - b. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stophtiowa.org/certified-locations>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Department before reimbursing this expenditure in a claim.
6. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
3. All expenses submitted for reimbursement must be adequately documented.
4. Contractor must abide by the following conditions:
 - a. By accepting this award, the Contractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.
 - b. The following definitions apply for purposes of the above provisions:
 - i. “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Department.