

**Contract Declarations & Execution Page**

<b>CONTRACT #:</b> 5884MH##	<b>PROJECT TITLE:</b> Community Based Program - Maternal Health																						
<b>CONTRACTOR LEGAL NAME AND ADDRESS:</b> Insert Contractor's legal name and address	<b>PROJECT PERIOD:</b> October 1, 2022 through September 20 2027																						
	<b>CONTRACT PERIOD:</b> October 1, 2023 through September 20 2024																						
<b>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #:</b> xxxxxxxx	<b>TOTAL CONTRACT AMOUNT:</b> \$0																						
<b>IOWA CODE CHAPTER 8F DESIGNATION:</b> This contract is covered by Iowa Code chapter 8F This contract is NOT covered by Iowa Code chapter 8F At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, if the Contractor executes additional contracts with the Agency, the aggregate of which exceed \$ 500,000, the contract will be covered.	<b>FUNDING SOURCE:</b> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2" style="width:25%;">Program</th> <th rowspan="2" style="width:15%;">Federal</th> <th rowspan="2" style="width:15%;">State</th> <th colspan="2" style="width:45%;">Other</th> </tr> <tr> <th style="width:10%;">Inter-Agency Federal</th> <th style="width:10%;">Inter-Agency State</th> </tr> </thead> <tbody> <tr> <td style="text-align:left;">Maternal Health</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align:left;">MH Medicaid Administrative Funds</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align:left;">Title V Doula Project</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Program	Federal	State	Other		Inter-Agency Federal	Inter-Agency State	Maternal Health					MH Medicaid Administrative Funds					Title V Doula Project				
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MH Medicaid Administrative Funds																							
Title V Doula Project																							
<b>Federal Subrecipient Addendum Needed?</b> YES/NO																							
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health <a href="#">General Conditions Effective July 1, 2019</a> as posted on the Agency's website under Funding Opportunities or as available by contacting Jenny Deeds at telephone (515) 229-2566. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>																							
The parties hereto have executed this contract on the day and year last specified below.																							
<b>For and on behalf of the Agency:</b>  By: _____ Erin Drinnin, Director, Division of Community Access Iowa Department of Health and Human Services	<b>For and on behalf of the Contractor:</b>  By: _____ Insert Date (required if not a digital signature): _____																						

## Special Conditions for Contract # 5884MH##

### Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Agency) 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 (Iowa HHS). For purposes of this Agreement throughout the transition period, "Agency" or "Department" means either IDPH or DHS or Iowa HHS. Throughout the transition period, IDPH and Iowa HHS 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 (Iowa HHS). For purposes of this Agreement on and after July 1, 2023, "Agency" or "Department" means Iowa HHS. On and after July 1, 2023, Iowa HHS 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:

[Insert Name](#), Director, Division of [insert division](#) 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 the appropriate Agency Program Consultant listed in Article IV.

### 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](#).

**IowaGrants.gov.** The Agency utilizes an electronic grant management system (IowaGrants.gov) for all contract activities. 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](http://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:

Agency Personnel

Name	Title	Email Address
Marcus Johnson-Miller	Bureau Chief	marcus.johnson-miller@idph.iowa.gov
	Maternal Health Program Consultant	
	Oral Health Program Consultant	
Jenny Deeds	Program Contract Manager	jenny.deeds@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
	Executive Director	
	MH Director	
	Fiscal Director	

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

**Article V - Statement of Contract Purpose:**

The purpose of this contract is to provide support and education for pregnant women and their families in all Iowa counties based on the individualized needs of the clients and community as outlined in IAC 641—76 Maternal and Child Health Program. These services include, but are not limited to, community education sessions, community coalition building activities, linking pregnant women to medical and dental homes, providing presumptive eligibility services for Iowa Medicaid, and individual support services (Community Pregnancy Support Program).

**Article VI - Description of Work and Services:**

In compliance with the Agency-approved work plan within Iowa Grants, the Contractor shall:

**Foundational: Overarching foundational requirements**

1. Participate in required training on health equity and health disparities.
2. Attend at a minimum of one LBOH meeting for each of the counties in the CSA per year.
  - a. *Local Board of Health Collaboration:* The Agency requires applicants to link with the LBOH in each county within the service area. In particular, applicants are expected to assist the LBOH in carrying out the three (3) core functions of public health as defined in [641 IAC 77.3 \(137\)](#): 1) assessment, 2) policy development and 3) assurance for maternal health initiatives.
3. Request inclusion in each county’s CHNA & HIP activities in the service area and attend events as requested/designated.

4. Assure all clients have a medical home for OB care by implementing the following:
  - a. Document the medical home status in the MCAH data system.
  - b. Assist families with medical and dental insurance literacy by helping them understand their medical and/or dental coverage and how to use it to access providers and services.
  - c. Provide assistance for clients transitioning from one type of coverage to another.
  - d. Advance public-private partnerships with local health care providers, dental providers, and providers of preventative health care services to build referral networks for medical and dental homes.
  - e. Provide enabling services to clients as needed. The applicants will provide care coordination to assist in finding a medical and/or dental home if the client indicates they do not have one.
  - f. Assist families with no insurance to complete presumptive Medicaid eligibility application for pregnant women. Providing families education on request full Medicaid with this application process or not.

**National and State Performance Measures (NPMs/SPMs):**

1. NPM 14.1: Percent of women who smoke during pregnancy
  - a. Collaborate with the local and regional, as appropriate, tobacco control community partnerships and coalition for community outreach and education opportunities.
  - b. Provide direct care staff time for tobacco cessation education provided by the Agency to direct care staff (ie. lunch and learn, Ask, Advise, Refer (AAR) online learning).
  - c. Offer direct care clients who use nicotine a referral to Quitline Iowa, provide follow up as needed.
  - d. Implement additional activities in the Agency approved Activity Worksheet
2. SPM 1: Maternal Mortality Rate: The rate of pregnancy-related deaths for every 100,000 live births
  - a. Distribute information provided to local Maternal Health Program directors about Maternal Morbidity and Mortality related topics (ie. Maternal Mortality Review Committee (MMRC) yearly report or Agency Data to action work) among agency staff, community partners, local maternity care providers and hospital birthing units.
  - b. Provide time for maternal health program staff to participate in Agency suggested educational opportunities to improve care delivery (ie. Intimate Partner Violence (IPV) training, mental health screening training).
  - c. Discuss specific Maternal Morbidity and Mortality educational topics with each client receiving direct care services. Topics for this FY2023 include: 5-2-1-0 Healthy Pregnancy Education, Seat Belt Safety, Domestic Violence/Interpersonal Violence Education, Substance Use, Alcohol Use, and Tobacco use cessation, and gestational diabetes (if applicable).
  - d. Implement additional activities in the Agency approved Activity Worksheet.
3. NPM 4B: Percent of infants' breastfed exclusively through 6 months (work/school/child care focus).
  - a. At least one staff member represents the Contractor on the local and/or state breastfeeding coalition.

- b. Facilitate mutual referrals with the regional WIC agency. An MOU or written agreement (as needed) is in place to provide for open lines of communication for collaboration and educational opportunities.
  - c. Provide all direct care clients breastfeeding education, support, and referrals as needed. This education and support should be individualized based on their personal history and cultural preferences.
  - d. Provide all direct care clients education about the breastfeeding laws in workplaces in Iowa.
  - e. Implement additional activities in the Agency approved Activity Worksheet.
4. NPM 5:A) Percent of infants placed to sleep on their backs; B) Percent of infants placed to sleep on a separate approved sleep surface; C) Percent of infants placed to sleep without soft objects or loose bedding.
- a. Provide a Crib/Safe Sleep Resources directory to clients and community organizations.
  - b. Provide all clients receiving direct care services safe sleep environment education that is culturally appropriate and respectful.
  - c. Collaborate with local partners focused on safe sleep, if other partners exist.
  - d. Provide time for direct care program staff to participate in Agency suggested educational opportunities on safe sleep best practices.
  - e. Implement additional activities in the Agency approved Activity Worksheet.
5. NPM 13.1: Percent of women who had a preventive dental visit during pregnancy.
- a. The MH Coordinator will meet with the I-Smile™ Coordinator for the service area a minimum of four times per year to discuss opportunities for collaboration and strategies to engage medical and dental offices and to improve direct service delivery.
  - b. All Maternal Health direct care RNs receive training from the I-Smile™ Coordinator on providing oral screens, varnish, and education to maternal health clients within six months of the start of the project period, or within six months of hire. Prior to providing any direct oral health services all non-dental staff must be trained by the local I-Smile Coordinator.
  - c. Implement additional activities in the Agency approved Activity Worksheet.

**Program Management:**

- 1. Quality Assurance (General):
  - a. Completing continuous, daily time studies for all MCAH program staff.
  - b. Completing an Agency approved program-specific Cost Analysis once per project period.
  - c. Complying with federal and state financial audit requirements.
  - d. Assessing client satisfaction with services received, on an annual basis.
- 2. Quality Assurance (Direct Care & Data Management):
  - a. Develop a policy and procedure manual, unique to the Contractor, but adapted from the Iowa's Title V Administrative Manual for Community-Based Programs.

- b. Local Agency's Medical director will review the policy manual once during the project period and as needed as changes occur.
  - c. Maintain accurate, timely and complete documentation in MCAH Data System.
  - d. Maintain client charts (paper or electronic health record) for direct care service documentation.
  - e. Conduct clinical record reviews/audits (MH Chart Audit, Service Note Reviews) according to IDPH policy.
  - f. Monitor program data, performance indicators and performance measures including National Performance Measures (NPM) & State Performance Measures (SPM).
  - g. Review monthly Quality Assurance Reports in the MCAH database.
3. Quality Assurance (Staffing)
- a. Develop and update job descriptions.
  - b. Assure staff are appropriately trained, have appropriate credentials, qualifications, competencies and current license for job roles.
  - c. Update regional consultant within 30 days of a staffing vacancy. If the role is not filled within 120 days, the agency shall provide evidence of recruitment efforts to the regional consultant for further follow up.
  - d. Subcontract Management: Implement a robust subcontract management plan, including communication plans for disbursement of Agency communication, and ensuring inclusion in documentation of services provided, quality assurance activities, customer satisfaction survey, chart audits and service note reviews for direct care services.

### **Coalition Building, Partnerships, and Family Engagement**

- 1. Coalition Building - Maintain a coalition or membership in an existing coalition (or subcommittee of an existing coalition) with a focus on maternal health or reproductive health to bring together partners and community resources to improve maternal health outcomes throughout the entire service area in the first year of the project period.
  - a. Hold regular meetings, to be agreed upon by coalition members
  - b. Identify opportunities to improve collaboration, new partnerships, and/or new projects for the coalition to implement to improve maternal outcomes in the CSA
  - c. Share updates from the Agency to the coalition related to maternal mortality review and other statewide maternal health initiatives
  - d. Facilitate partnerships and collaboration between community organizations, prenatal care providers, and birthing hospitals in the CSA
- 2. Community Partner Engagement - Continue partner engagement through coalition work and other strategies in the Agency approved work plan to increase levels of engagement with identified partners
- 3. Family Engagement
  - a. Implement a minimum of three strategies to capture feedback and input from clients and families in the CSA

### **Maternal Health Direct Care & Enabling Services:**

- 1. Adhere to the Agency-approved direct service protocol.

2. Promote the health of pregnant women and infants by providing or assuring access to prenatal and postpartum health care for low-income women.
3. Provide the following direct care services available under Medicaid's Maternal Health Center provider status in all counties in the CSA, in the format determined best in the Needs Assessment and Direct Service Gap Analysis:
  - a. Perform services pursuant to the approved plan on file in the Agency and in accordance with federal legislation, state Agency of Human Services rules, state MCH administrative rules, Iowa's Title V Administrative Manual for Community-Based Programs, and the I-Smile™ Coordinator Handbook, 2nd edition.
  - b. Provide presumptive Medicaid eligibility determinations for pregnant women.
  - c. Provide care coordination to assure access to medical services for Medicaid pregnant and postpartum women not enrolled in a Medicaid MCO and non-Medicaid pregnant and postpartum women, ideally through a medical home.
  - d. Assist families in understanding and using medical and dental insurance coverage, transitioning between coverage, and navigating the health care system.
  - e. Address health disparities such as cultural isolation, geographic, or racial barriers.
  - f. Promote early entry into prenatal care.
  - g. Provide interpretation services.
  - h. Provide in-town transportation services for the Medicaid FFS and Title V populations.
  - i. Complete the Medicaid Prenatal Risk Assessment (except presumptive eligibility determination only, oral health only, and lactation class only clients).
  - j. Provide health education, an individualized plan of care (required if high risk pregnancy), psychosocial services (required if high risk pregnancy).
  - k. Health Screening for: depression, tobacco use, domestic violence, alcohol/substance abuse screen with brief intervention
  - l. Provide postpartum home visits. If the client declines a home visit, postpartum follow-up may be offered via telephone or clinic visit.
  - m. Improve public health system capacity services for oral health.
  - n. Provide dental care coordination and promote dental health visits for all pregnant and postpartum women.
  - o. Provide oral screenings for all clients, and additional gap-filling dental services as needed (fluoride varnish). Provide oral health education to all clients who decline an oral screening.
  - p. A Contractor providing direct care for Maternal Health clients, regardless of funding source used for the services, is subject to terms and conditions of the Title V and Title XIX programs.
  - q. For agencies who are not also granted the CAH contract, the agencies must provide oral screens and fluoride varnish either through a subcontract with the CAH Oral Health Program, hiring a registered dental hygienist or by ensuring MH RNs are trained by the I-Smile™ coordinator to provide oral health services.

**CSA's 8, 10, 11, & 14 only -**

**Iowa's Title V Community-Based Doula Project for African American/Black Women:**

The contractor shall:

1. Ensure 15 Dubuque County(CSA 10), 15 Scott County(CSA 14), 20 Black Hawk County(CSA 11), or 50 Polk County(CSA 8) African American/Black pregnant residents receive culturally congruent doula services through the Title V Doula Project.
2. Provide outreach services in collaboration with the subcontracted doulas to recruit program participants and provide community education.
3. Subcontract with qualified doulas to provide services as outlined in Iowa's Title V Doula Project Implementation Guide.
4. Oversee subcontracted doulas to ensure proper policies and procedures are implemented as written in the implementation guide.
5. Enter data into the MCAH data system on behalf of the subcontracted doulas.
6. Pay contracted doulas \$50 per hour for approved outreach events, up to 110 hours CSA 8, up to xx hours for CSA 10, up to xx hours for CSA 11, up to xx hours for CSA 14.
7. Pay contracted doula liaison \$32 per hour for outlined services, up to 390 hours for CSA 8, up to 260 hours for CSA 10, and up to 260 hours for CSA 11.
8. Host monthly doula meetings with all contracted doulas.
9. Communicate regularly with contracted doulas about enrolled clients, available services, training, and agency resources.
10. Collect pre and post surveys as well as client satisfaction surveys from clients.
11. Provide payment to contracted doulas within 60 days of invoice, complete with a paystub and verified with the Agency voucher.
12. Complete agency master workbook as outlined in the Implementation Guide.
13. Provide community and agency education about doulas, doula services, and available programming.
14. Attend HHS trainings and meetings.
15. Cultivate relationships with all contracted doulas, sharing agency resources, evidence-based practice, client updates, provider connections.

#### **Article VII – Performance Measure:**

##### **Health Coalition -**

Disincentive: If the contractor does not hold a (or attend an existing maternal or reproductive health coalition) minimum of two meetings by the end of the contract period, a disincentive of 5% of the total amount of Title V grant funds will be withheld. The payment will be withheld from the first five claim payments and released if the performance measure is met.

##### **Dental Care Coordination -**

Incentive: If the Contractor provides a minimum of 60% of clients with dental care coordination services that link mothers and families to dental and medical providers and alleviate barriers that families encounter when trying to access dental care, an incentive of \$2,000 will be paid.

To **qualify** for the incentive, the Contractor **must** have served and discharged 20 clients between October 1, 2023 and April 1, 2024. The numerator will be the number of pregnant women provided dental care coordination and/or a care coordination attempt between October 1, 2023 and April 1,

2024. Denominator is the number of discharged clients (Postpartum only, OH only, or MH) served by MH through any direct or non-direct service without a self-reported dental visit in the past year in the same time period. This performance measure will be calculated using contractor data entered into the MCAH Data System.

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 Frequency / Form Type	Date Due
Subcontracts- draft, unsigned	Type: Subcontract Documents Progress Report	Submit for Agency approval Prior to obtaining signatures
FFATA Report	Type: FFATA Report	Contractor Submits within 15-30 days of the execution date of the contract.
Summary of insurance for Professional Liability, Property, Casualty, Fidelity, Bonding, and Officers and Directors coverage	One submission per contract year/MCAH Summary of Insurance Component	October 17, 2023
MH Cost Analysis	Once per project period and as needed	October 17, 2023
MH Medical Record Audit Summary	Annual - Site Visit Component	September 30, 2024
Enabling Service Documentation Service Note Reviews	Biannual - Service Note Review Component	January 30, 2024; June 30, 2024
Key Personnel Form	MH Key Personnel Grant Component	Update as needed
Iowa’s Title V Doula Project - Agency Quarterly Report	Quarterly, Correspondence component of IowaGrants	January 9th, 2024; April 10th, 2024; July 10th, 2024; October 9th, 2024

**Article IX - Budget:**

The approved contract amount is detailed on the contract face sheet. This includes the anticipated funding for the entire contract period. Refer to the Budget Breakdown forms within IowaGrants.gov for the program specific budget details.

1. The Contractor is required to match the MH (Title V) grant funds, received from the Agency at a minimum rate of one dollar of local match for every four dollars received from the Agency.
2. This contract contains potential incentive amounts to be paid to the Contractor and disincentive amounts to be paid by the Contractor as described in the Contract Performance Incentives and Disincentives section of this contract. The following conditions shall apply to an incentive compensation:
  - a. The award amount listed within the Iowa Grants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract.
  - b. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
  - c. If the performance measure is achieved, the incentive funds received by the Contractor shall support program related activities.
3. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the program budget amount on a cumulative basis not to exceed the program budget total. The Contractor shall submit a written justification and request for a contract amendment to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
4. The Contractor shall receive written approval from the Agency prior to spending the final three (3) percent of all funds awarded.
5. The Contractor must use all revenue generated from Title V sponsored programs for enhancement of the respective program. Revenue from Title XIX, Medicaid MCOs, third party payors, Early Childhood Iowa, in-kind, and other funds shall be reported to the Agency monthly. Revenue shall be reinvested in the programs covered by this contract.
6. The Maternal Health Funds are made available to the Contractor according to the state fiscal year (SFY). The Maternal Health Funds on the face sheet of this contract represents 100% of the full year's funding. The Maternal Health Funds funds listed in the State column of the face sheet must be spent during the period of October 1, 2023 through June 30, 2024 or they revert to the Department. The Maternal Health Funds funds listed in the Federal column of the face sheet may be spent during the entire contract period.
7. The MH Medicaid Administrative Funds are made available to the Contractor according to the state fiscal year (SFY). The MH Medicaid Administrative Funds on the face sheet of this contract represents 100% of the full year's funding. 75% of those amounts must be spent by June 30, 2024 or they revert to the Agency. Appropriation for the final 25% must be spent during the period of July 1, 2024 through September 30, 2024.
8. To assure compliance with policies described in RFP #58823004 and #58823024, the Contractor agrees to the following budget assurances:
  - a. Program income is spent prior to expending grant funds in accordance with *Iowa Administrative Code 641-76*. The only exception is the allowance for a Contractor to retain a three-month operating capital balance of the program income.
  - b. Program income shall be used for allowable costs of the corresponding program. The operating capital is intended for use and shall be maintained and available during the

contract period, solely for the corresponding program.

9. To assure compliance with policies described in RFP #58823004 and #58823024, the Contractor agrees to the following budget assurances:
  - a. Grant funds subcontracted to other entities will remain the fiscal and program oversight responsibility of the Contractor.
  - b. Subcontracts and agreements will be available for State review and audit. All subcontracts over \$2,000 require Agency approval prior to execution; refer to the General Conditions Section 5.
  - c. All costs shared with other programs in any budget category will be allocated between programs using a consistent and reasonable cost allocation plan based on approved generally accepted accounting principles.
  - d. Documentation of the Contractor's expenses and revenues, including funds subcontracted to other entities, will be available for State review and audit.
  - e. Program activities will be conducted in compliance with federal and state laws, rules, and regulations referenced in the RFP #58823004 and #58823024.
  - f. Materials developed with grant funds will include required federal and/or state information, including funding sources, and will remain in the public domain.
  - g. Programs will be fiscally responsible for allocating funds for staff attendance at required meetings including, but not limited to, registration fees, travel, lodging and meals.
  - h. If indirect costs will be expensed, the Contractor shall maintain and provide the Agency a copy of the Federally Approved Indirect Cost Rate Agreement, including the signature page.
  - i. Equipment will include items with a cost of \$5,000 or more with an anticipated useful life of one year or more; refer to General Conditions Section 4.
  - j. The Contractor will be liable for repayment of any unallowable expenses.
  - k. Grant funds will be used to carry out the applicable scope of work for each program as outlined in RFP #58823004 and #58823024.
  - l. Program Income must be reinvested back into the respective program.
  - m. All state funds listed on the face sheet are to be expended by June 30, 2023, or they revert back to the Agency.

**CSA's 8, 10, 11, & 14 only -**

**Iowa's Title V Community-Based Doula Project for African American/Black Women:**

1. The Doula Project Budget will be billed to IDPH using the funding provided in the MH Title V Budget on a fee-for-service basis for 50 clients for CSA 8; 15 clients for CSA 10; 20 clients for CSA 11; 15 clients for CSA 14.
2. The Contractor may not charge indirect costs to the Doula Project Budget.
3. The Contractor may not use the Doula Project funds for costs associated with other maternal health direct care services.
4. The Contractor must reimburse contracted doulas at the rates identified by the Agency in the Implementation Guide.
5. The Title V Doula Project Funds are made available to the Contractor according to the federal fiscal year (FFY). The Title V Doula Project Funds on the face sheet of this contract represents

100% of the full year's funding. \$xxxx of those amounts must be spent by September 29, 2024 or they revert to the Agency. Appropriation for the remainder must be spent by September 30, 2024 or they revert to the Agency.

6. Required Language for this funding: Per requirements found in this award's NOA, the following language is required to be added to all contracts using these funds.
  - a. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:  
CDC, Office of Grants Services  
Dedrick Muhammad, Grants Management Specialist  
Centers for Disease Control and Prevention  
Global Health Services Branch  
2939 Flowers Road  
Atlanta, GA 30341  
Email: [qtm2@cdc.gov](mailto:qtm2@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)  
AND  
U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

#### **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.
  - a. For programmatic line item budgets: MH Expenditures, including Medicaid Administrative Funds (MAF) and Support Documentation must be submitted monthly with the claim.
  - b. The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.
2. End of State Fiscal Year Claims Submission, notwithstanding the timeframes above, and absent:
  - a. longer timeframes established in federal law or

b. the express written consent of the Agency  
the Contractor shall submit all claims to the Agency by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Agency 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 Agency 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 the 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](http://www.dom.state.ia.us/appeals/general_claims.html).

3. The Agency shall pay all approved invoices/claims in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Agency provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Agency 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 in-state and out of state travel rate reimbursements can be found posted on the Agency'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 Agency before reimbursing this expenditure in a claim.
6. The Agency will reimburse the Contractor for expenditures at a rate not to exceed the percentage that the contract amount represents of the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the Agency. At the end of the contract period, unobligated contract amount funds shall revert to the Agency.

8. The Contractor must bill Title XIX, Medicaid MCOs, and other third-party payers if other resources cover the service. Title V is payer of last resort.
9. The Contractor shall submit a Cost Analysis using the Agency approved format for determining cost of presumptive eligibility, care coordination, direct care services, and interpretation if one of the following conditions apply:
  - a. Staffing levels (either number of FTEs or salary amounts) have changed significantly.
  - b. 'Other' costs (such as building/rent, computer/IT costs, etc.) have increased or decreased significantly.
  - c. New services will be added to your program plan.
  - d. There will be significant increases or decreases in service utilization.
  - e. There will be significant increases or decreases in subcontractor costs.
  - f. The agency finds Cost Analysis to be a valuable tool and chooses to continue completing it more frequently or annually.

The Contractor shall receive written notice of review from the Agency prior to billing costs proposed in the Cost Analysis.

10. The Contractor shall bill actual cost for direct care services to the Iowa Medicaid Enterprise (IME), Medicaid MCOs, and other third-party payers.
11. Contractor shall utilize their Maternal Health Center status/NPI number to bill only Agency approved services to Medicaid and Medicaid Managed Care. Contractors shall submit an application to provide services to clients enrolled in Medicaid/Medicaid MCOs and abide by the decision of the Agency for gap filling direct health care services.
12. The Agency will not reimburse encounter rates for services such as those established by Federally Qualified Health Centers or Rural Health Centers.
13. The Contractor's reimbursement to physicians or nurse practitioners for well child exams using Title V CAH funds shall not exceed the current Title XIX fee schedule rate of reimbursement.

#### **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. All work plan revisions must be approved by the Agency prior to implementation. Requests for work plan revisions must be received by the Agency through the correspondence component within the Grant Tracking site on or before July 15, 2024.
3. The Contractor shall ensure all Iowa Grant 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 Agency Program Contract Manager. If an update is approved by the Agency, an amendment to the contract may be required.

4. The Agency must approve any changes in the Contractor's program operations prior to implementation. Requests for revision must be submitted to the Agency via the correspondence component of the grant site.
5. In areas where the Agency contracts with more than one agency to deliver services to women, children, and adolescents, those agencies must cooperate in the provision and integration of those services, including when services are co-located. Co-location of services is optimal as space allows. The Agency reserves the right to require written evidence of such cooperation of the affected agencies or other requested documentation. Costs incurred when agencies share space will be allocated between programs. Cost allocation plans require Agency approval. The Agency will at its sole discretion determine if the agency is in compliance by cooperating in the provision and integration of those services.
6. The Contractor is required to maintain individual email addresses, with the capacity to send and receive electronic communications (emails and attachments) for all personnel as listed on the Maternal Health Personnel Form.
7. The Contractor shall notify the Agency in the event of a relocation of services, suspension of services, or agency closure that exceeds three days.
8. Only WIC personnel (defined as funded by WIC grant funds) are allowed access to the electronic WIC data system, including the rights to read and edit records. WIC agencies may disclose limited WIC participation data which includes the following:
  - a. Participant name,
  - b. Address,
  - c. Phone number,
  - d. Date of birth, and
  - e. WIC participant category (i.e., infant, child, pregnant, breastfeeding, or not breastfeeding).

According to Federal Register [[7 CFR 246.26\(h\)\(3\)\(ii\)](#)], "The receiving organizations may use the confidential applicant and participant information only for:

- f. Establishing the eligibility of WIC applicants or participants for the programs that the organization administers;
- g. Conducting outreach to WIC applicants and participants for such program;
- h. Enhancing the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by State law;

- i. Streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC Program; and/or
- j. Assessing and evaluating the responsiveness of a State's health system to participants' health care needs and health care outcomes.

The receiving organizations will assure that it will not use the information for any other purpose or disclose the information to a third party.

9. The Contractor is required to have an IBM compatible computer with a minimum i5 2.3GHz Processor, a minimum of 8 gigabyte (GB) of RAM, 256 GB hard drive, and an internet connection of at least bandwidth 7 MB, unless not available in the applicant's service delivery area. Required software for each Contractor includes:
  - a. Anti-virus Software.
  - b. Latest version of Adobe Reader and Internet Explorer.
  - c. Latest version of Google Chrome and current updates.
  - d. Microsoft Windows 10 and current updates.
  - e. Microsoft Office 2016 Standard or more recent.
10. The Contractor must use full disk encryption software to protect against unauthorized users.
11. The Contractor is required to submit electronic communications containing protected health information (e-mail and attachments) via a local agency's or State of Iowa Secure Email System. Protected Health Information shall not be uploaded into the IowaGrants system.
12. The Contractor shall have their service agreement on file for technical assistance for local computer support for hardware, software, and networking.
13. In the event that a contract is not awarded or renewed for a service area covered with this contract, the Contractor shall cooperate fully with the transition of services. This will include, but is not limited to developing a transition plan, including the transfer of state owned equipment (as described in Section 4 of the General Conditions of this contract), client records, and other materials as deemed essential to the completion of this project.
14. The Contractor shall respond to surveys and conduct data collection activities as administered by the Agency.
15. The development and translation of presentations, verbal reports (public service announcements), publications (pamphlets, journal articles, reports, books, teaching guides, brochures), press releases, audiovisuals (posters, slides, video clips, film), or other marketing, advertising or communications shall be reviewed and approved by the Agency's Bureau Chiefs (or their designee) of Family Health or Oral and Health Delivery Systems prior to the Contractor's final development or reproduction. In addition, any modifications to materials previously approved by the Bureaus must be re-submitted for approval. Materials developed for Title V programs and/or using federal and/or state dollars are in the public domain.

16. Subcontractors are prohibited from further subcontracting.
17. The Contractor shall provide to the Agency upon request documentation of credentials and proof of required training for contracted or employed registered nurses, advanced registered nurse practitioners, physician assistants, and social workers who provide Title XIX billable direct services. All direct service providers must be currently licensed and work within their respective scopes of practice.
18. To be eligible to provide oral health services, non-dental staff, contracted or employed, must receive Agency approved oral health training by the local I-Smile™ Coordinator prior to billing Title XIX. The Contractor shall assure that dental hygienists and dental assistants providing direct dental services have public health supervision agreements with dentists on file with the Agency.
19. MH program staff are required to participate in program-related meetings sponsored by the Agency throughout the contract year. Anticipated meetings and the staff that are required to attend are outlined here:

<b>Meeting*</b>	<b>Frequency/Timeline, Location</b>	<b>Required Attendee(s)</b>
MH Fall Seminar	October 2023; Central Iowa location TBA; Virtual and in-person	Project Directors (required), MH Director
MH Director Meeting	Virtual, March 2024	MH Director
MCAH Data System Training	Annually for new users; Virtual	MH Data Administrators and all data entry staff
Maternal Health Contractor Calls	Monthly on the first Wednesday of the month: 12-1pm; Virtual	MH Director must attend a minimum of 75% of Contractor calls
Health Equity Training	TBA	MH Director, Direct Service Staff
Maternal Health Site Visit, including Medical Record Audit	Annually in the spring	MH Director, Direct Service Staff

\*the Agency may require attendance by authorized representative(s) of the Applicant at additional meetings if an emergency should warrant such a meeting.

**Special Conditions:**

1. [any conditions specific to a single contractor go here...](#)

**Documentation and Records:**

1. All MH medical, dental and client specific records (both electronic and hard copy client records) are the property of the Agency, regardless of the funding source used to provide the services. Records that are integrated with larger health systems or multiple program data systems (Electronic Health Records, etc.) must be able to be set up and maintained so that Title V services can be extracted from the system, without compromising the client’s confidentiality related to non-Title V services in the event of an audit or record transfer.
2. The Contractor shall retain all medical (including dental) records for a minimum of six (6) years from the day the Contractor submits its final expenditure report; or, in the case of a minor client, for a

- period of one (1) year after the client reaches the age of majority, whichever is later.
3. The Contractor shall retain all accounting and financial, programmatic records, supporting documents, statistical records, and other records reasonably considered as pertinent to the contract for a minimum of five (5) years from the day the Contractor submits its final expenditure report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular five (5) year period, whichever is later.
  4. Documentation of all direct care services, regardless of payer source, shall comply with requirements established by the state Department of Human Services (DHS) in the [Iowa Administrative Code IAC 441-79.3 \(2\)](#).
  5. All MH services provided directly by the Contractor or through subcontractors must be documented at the time of service and available to the Agency by the 15th of the month following the month of service.
  6. The Contractor shall maintain, support, and document in MCAH Data System. Data is recorded at the time of service, and electronic records are available to the Agency by the 15th of the month following the month of service.
  7. The Contractor shall document all direct care clinical services in MCAH Data System in accordance with the MCAH Data System Maternal Health User Manual with reference to a client-specific clinical record.
  8. The Contractor must ensure that the entirety of documentation for care coordination is entered into the MCAH Data System. Documentation of care coordination services shall comply with requirements established by the state DHS and in accordance with the [EPSDT Care for Kids Informing and Care Coordination Handbook](#).
  9. The Contractor must comply with all DHS record retention policies [available here](#) related to QE's in determining presumptive eligibility for pregnant women. All presumptive eligibility services must be recorded in MCAH Data System regardless of payer source or notice of action (NOA) and must comply with documentation requirements established by the Agency.

**Health Quality Assurance:**

1. The Contractor must establish and maintain a quality assurance (QA) protocol. The QA protocol shall address the local agency process for:
  - a. Internal and joint chart audits of direct care clinical services consistent with the guidelines in the Iowa's Title V Administrative Manual for Community-Based Programs.
  - b. Monthly review of MCAH Data System documentation to assure completeness, compliance, and timeliness of entries.
  - c. Reporting of internal MCAH Service Note Review of presumptive eligibility and care coordination services according to Agency guidelines.
  - d. Monthly internal comparison of billing records and MCAH Data System entries to assure accurate billing.
  - e. Reviewing results of QA activities with staff and incorporating results into program development.
2. The Agency will conduct quality assurance reviews of MCAH Data System documentation and

reports.

3. The Contractor shall make written quality assurance plans available to the Agency upon request.

**Additional Security and Confidentiality Terms:**

In compliance with Section 2.13.9 of the General Terms for Service Contracts within Contract Number MED-17-005 (Maternal and Child And Adolescent Health Omnibus), as amended, between the Iowa Department of Public Health and the Iowa Department of Human Services, all terms of Contract MED-17-005 shall also apply to the Contractor. The Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information. These terms include, but are not limited to the following:

**Access to Department or Iowa DHS Information that is Confidential Information:**

The Contractor might have access to confidential information owned by the Agency or the Iowa Department of Human Services (DHS) that is necessary to carry out the responsibilities of this Contract. Access to such confidential information shall comply with the State, Agency, and Iowa DHS policies and procedures. In all instances, access to Department of Iowa DHS information from outside the United States and its protectorates, either by the Contractor or its affiliates or associates or any subcontractor is prohibited.

**Contractor Breach Notification Obligations:**

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

**Business Associate Agreement:**

When performing certain activities under this Contract, the Contractor collects and receives access to certain records and pieces of data that are protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164.

When the Contractor performs services on behalf of the Agency for which the Agency is a Business Associate of DHS, the Contractor agrees to comply with the Business Associate Agreement Addendum (BAA) and any amendments thereof, as posted to the Iowa DHS website:

<https://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into this Contract by reference. The Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

By signing this Contract, the Contractor consents to receive notice of future amendments to the BAA through electronic mail. The Contractor shall file and maintain a current electronic mail address with Iowa DHS for this purpose. DHS may amend the BAA by posting an updated version of the BAA on DHS's website at: <https://dhs.iowa.gov/HIPAA/baa>. The Contractor shall be deemed to have accepted the amendment unless the Contractor notifies the Agency of its non-acceptance within 30 days of DHS's notice referenced herein. Any agreed alteration of the then current Iowa DHS BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment.

### **Data and Security Framework:**

If storing confidential information owned by the Agency or Iowa DHS in a system other than the MCAH Data System data system, the Contractor shall comply with either of the following:

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

Vendor Security Questionnaire. If requested by the Agency and the Iowa DHS, the Contractor shall provide a fully completed copy of the Iowa DHS Vendor Security Questionnaire (VSQ).

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

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