

Contract Declarations & Execution Page

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| CONTRACT #: 5884SA## | PROJECT TITLE: State Opioid Response Screening, Brief Intervention, Referral to Treatment (SBIRT) |
| CONTRACTOR LEGAL NAME AND ADDRESS: Insert Contractor's legal name and address | PROJECT PERIOD: December 1, 2019 - September 29, 2025 |
| STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: insert contractor's 11 digit vendor # | CONTRACT PERIOD: September 30, 2023 - September 29, 2024 |
| IOWA CODE CHAPTER 8F DESIGNATION: 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. | TOTAL CONTRACT AMOUNT: \$200,000 FUNDING SOURCE: FEDERAL: \$200,000 STATE: \$0 OTHER:\$0 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$0 |
| | Federal Subrecipient Addendum Needed? YES |
| <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 IDPH General Conditions Effective July 1, 2023 as posted on the Agency's website. 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. | |
| For and on behalf of the Agency: By: _____ Marissa Eyanson, State Director, Behavioral Health & Disability Services, Iowa HHS | For and on behalf of the Contractor: By: _____ Insert Date (required if not a digital signature): _____ |

Special Conditions for Contract # 5884SA##Complete the number

Article I - Identification of Parties:

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

Article II - Designation of Authorized State Official:

Marissa Eyanson, Director, Division of [Behavioral Health & Disability](#) 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 Monica Wilke-Brown (515) 281-4816.

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) 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 |
|--------------------|--------------------------|--|
| DeAnn Decker | Bureau Chief | deann.decker@idph.iowa.gov |
| Monica Wilke-Brown | Program Consultant | monica.wilke-brown@idph.iowa.gov |
| Meg Rottinghaus | Program Contract Manager | margaret.rottinghaus@idph.iowa.gov |

Key Contractor Personnel

| Name | Title | Email Address |
|------|---|---------------|
| | Project Director or Coordinator | |
| | Add more as applicable | |

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 Screening, Brief Intervention, Referral to Treatment (SBIRT) services under the State Opioid Response grant.

Article VI - Description of Work and Services:

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

1. Screening, Brief Intervention and Referral to Treatment (SBIRT):
 - a. Establish a collaborative partnership with at least one of the following: an established primary care clinic, a specialty clinic, dentist, hospital and/or emergency facility.
 - b. Implement approved timeline for workflow evaluation and plans to implement universal pre screening of patient populations (ages 12 and up), full screenings(AUDIT & DAST) when indicated, brief interventions and referrals to treatment (SBIRT).
 - c. Complete the staffing, training, and workflow changes required to implement SBIRT within the first 3 months of the contract in order to increase identification of risky opioid use and facilitate a warm hand-off (a seamless transfer of care between two members of a health care team or two health care organizations) for behavioral health services.
2. Service Delivery Requirements:
 - a. Hours of Operation and Service Locations: Applicant will specify in proposal hours of operation and service locations which will be based upon the type of project proposed.
 - b. Staffing and Personnel: Staff providing services shall be qualified and trained for the specific services they will provide, including experience with direct outreach and service delivery with underserved and/or hard to reach populations. Direct service staff and supervisor(s) must document training prior to, or within the first 3 months of the contract, on the following topics: SBIRT, opioid overdose response and naloxone administration, harm reduction, health equity, basics of medication assisted treatment (all FDA- approved medicines).
 - c. Evidence-based Practices and Standards of Care: SBIRT will be implemented per best practices, including universal screening of eligible patients. Applicant will conduct outreach to the community about the services provided by the SBIRT partnership and work with stakeholders to identify target populations in need of the services to ensure health equity is being maintained.
 - d. Service Recipient Eligibility Requirements: All patients ages 12 and up will receive regular initial screenings, and as indicated: subsequent full screens, brief interventions, brief treatment and referrals to treatment. Applicant will provide baseline patient numbers of prior 12 months for patients ages 12 and up, as well as expected initial screenings to be performed during this contract period.
 - e. Data and Reporting Requirements: Applicant will submit a semi-annual report to the Agency and will participate in any additional reporting required by the Agency. Applicant will attend the monthly provider calls to discuss project implementation. Documentation will include the number of unduplicated patients served, (including date of service, result of prescreens, scores from full screens,if applicable, and any additional services provided such as brief intervention and/or referral to treatment).
3. Prior to claim submission and reimbursement:
 - a. Identify the expected number of non-Substance Use Disorder (SUD) patients that will receive SBIRT services.

- b. Identify at least one (1) community service provider setting (health care clinic, etc.) other than the Contractor that has committed to implementation of SBIRT within the contract period and the estimated number of patients to receive SBIRT services (ie X number of patients seen per month times Y number of months).

Article VII – Performance Measure:

If a Contractor exceeds the Agencies approved base number (previous years performance) of patients served aged 12 and up by 10%, an incentive of \$4,000 will be awarded on the August 2024 claim.

Contractor shall provide documentation by August 29, 2024 of the number of patients served, (including date of service, result of prescreens, scores from full screens, if applicable, and any additional services provided such as brief intervention and/or referral to treatment). This documentation will be reviewed and approved by the Agency.

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. Reports shall be submitted in the grant site located in IowaGrants.

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

| Report Title | Form Frequency/Type | Date Due |
|---|--|--|
| Subcontracts- draft, unsigned | Type: Subcontract Documents | Submit for Agency approval Prior to obtaining signatures |
| FFATA Report | Type: FFATA Report | Contractor Submits within 15-30 days of the start date of the contract. |
| State Opioid Response Screening, Brief Intervention, Referral to Treatment (SBIRT) Semi-Annual Report | Semi-Annual: Sept- March April- Sept | April 15, 2024 Oct 15, 2024 |
| Data Reports: SBIRT and staff training tracking forms | Monthly service counts | Monthly on or before the 7th. |
| Monthly Claim and support documentation | Monthly | Within 45 days of the month of expenses. Expenses through June 30, 2024 due no later than August 10, 2024. |

Article IX - Budget:

| Direct Cost Category | Budget |
|-----------------------------|------------------|
| Salary and Fringe | \$ |
| Subcontract | \$ |
| Other | \$ |
| Direct Cost Subtotal | \$ |
| Indirect Rate (%) | \$ |
| TOTAL: | \$200,000 |

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The following conditions shall apply to an incentive compensation:
 - a. The award amount listed within the IowaGrants 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.
 - a. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - b. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.
2. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual 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.
3. The Contractor shall receive written approval from the Agency prior to spending the final three (3) percent of all funds awarded.
4. Unallowable Costs: SOR grant funds may NOT be used to:
 - Directly or indirectly purchase, prescribe, or provide marijuana or treatment using marijuana. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - Provide detoxification services unless it is part of the transition to MAT with extended release naltrexone.
 - Support non-evidence-based treatment approaches.
 - Purchase of promotional, give-away items
 - Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

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.

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 Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

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 General Conditions for Service Contracts website (refer to Contract Declarations & Execution Page for link).
- 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://stopthiowa.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. 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.

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 Agency Program Contract Manager. If an update is approved by the Agency, an amendment to the contract may be required.
3. 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 20, 2024.
4. Data Sharing Terms: (N/A)

Funding Restrictions:

The funding restrictions for this project are below. Be sure to identify these expenses in your proposed budget. HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75>. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

1. Recipients must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.
2. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.
3. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and

state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

4. No funding may be used to procure DATA waiver training by recipients or subrecipients of this funding.
5. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).
6. SAMHSA grant funds may not be used to pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3)).
7. SAMHSA grant funds may not be used to pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to \$150,000 or 5% of the overall indirect costs (whichever is more) of a given budget period for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.
8. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).
 - a. Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$75 per budget period. **The contingency amounts are subject to change.**
9. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the NOFO (See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>)
10. General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 116-260, Consolidated Appropriations Act, 2021, Division H, Title V, Section 527, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

11. **Salary Limitation:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, which is \$203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.