

CONTRACT DECLARATIONS AND EXECUTION

Contract #: PUHE-RUH-24-###	Procurement type/#: RFP 58824012	Project Period: January 1, 2024 – December 31, 2029
CONTRACT INFORMATION		
Title of Contract: Board Certified Behavior Analyst and Board Certified Assistant Behavior Analyst Grant Program (BCBA/BCaBA) Grant Program		
Start Date: January 1, 2024	End Date of Base Term of Contract: December 31, 2027	End Date of Contract*: December 31, 2029
*Possible Extension(s): The Agency shall have the option to extend this Contract up to zero additional one year extensions		
CONTRACT FUNDING:		
Maximum Contract Amount: \$ 0	Maximum Base Term Amount: \$ 0	ANNUAL funding amount by source: FEDERAL: \$0 STATE: \$0 OTHER:\$0
IowaGrants IowaGrants.gov Registration and Access		
The Agency utilizes an electronic grant management system (IowaGrants.gov) for the contract activities for this project, referred to as a Grant Tracking Site. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor's designated Grantee Contact is the individual who shall regulate and assign access of appropriate individuals to this grant site on behalf of the Contractor. 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 contracts and contract related forms, including but not limited to work plans, personnel, budgets, and reporting forms, and claims submission.		

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

CONTRACTOR (hereafter "Contractor"):

Contractor Legal Name and Principal Address (including DBA): Insert Contractor's legal name and address	State of Iowa Department of Administrative Services Vendor #: 0000 AND Last Four Digits of Contractor's Tax ID #: #####
Organized under the laws of: N/A	Type of Business: N/A
Contractor's authorized officials. The Contractor shall notify the Agency in writing within ten (10) working days of any change of Contractor's Authorized Officials identified in this section.	
Contractor's Contract Manager This individual is responsible for financial and administrative matters of this contract. Name: Insert Name Title: Insert title EMail: Insert Email Address Phone: Insert phone number	Contractor's IowaGrants Grantee Contact Name: Insert Name Title: Insert title EMail: Insert Email Address Phone: Insert phone number
Contractor's Program Manager Name: Insert Name Title: Insert title EMail: Insert Email Address Phone: Insert phone number	Contractor's Billing/Claims Contact Name: Insert Name Title: Insert title EMail: Insert Email Address Phone: Insert phone number

Agency of the State (hereafter "Agency"):	
Name/Principal Address of Agency: Iowa Department of Health and Human Services Lucas State Office Building, 321 East 12th Street Des Moines, IA 50319	This space is intentionally left blank.
Agency authorized officials.	
Agency Contract Owner Name: Ken Sharp EMail: kenneth.sharp@idph.iowa.gov	Agency Contract Manager Name: Kathy Karn EMail: kathy.karn@idph.iowa.gov Phone: (515) 336-4485
Agency Program Manager Name: Joseph Greene EMail: joseph.greene@idph.iowa.gov Phone: (515) 201-6996	Agency Billing/Claims Contact Name: Kathy Karn EMail: kathy.karn@idph.iowa.gov Phone: (515) 336-4485

Contract Execution
The Contractor agrees to perform the work and to provide the services described in the Contract stated herein. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.
The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Agency: By: _____ Ken Sharp, MPA, Operations Deputy Division of Public Health	For and on behalf of the Contractor: By: _____ Insert date (only required if not a digital signature): _____
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SECTION 1: Special Terms

1.1 Special Terms Definitions.

“Additional Grantee Contacts” means the additional individuals that are registered users in IowaGrants.gov that are added to the Grant Tracking Site and have full rights (add, modify, and delete) to the information within the Grant Tracking Site.

“Contract Documents Component” means the component of the Grant Tracking Site that will contain the final, executed Contract, any amendments and other contractual related documents.

“Grant Components” are the various components or forms that make up the Grant Tracking Site. The components will contain information that make up the entire Grant Tracking Site, this includes, but is not limited to; contract documents, contractor work plans, key personnel or staffing plans for the project, subcontract plans, budgets, progress reporting, correspondence (communication), claims reporting, submission and payment tracking, and site visits.

“Grant Tracking Site” means the components that make up the electronic site established for contract monitoring and management within IowaGrants.gov.

“Grantee” is the term used for the Contractor within the IowaGrants.gov system.

“Grantee Contact” means the individual that is a registered user in IowaGrants.gov and is authorized by the Contractor to assign other registered users as Additional Grantee Contacts to the Grant Tracking Site.

“IowaGrants.gov or IowaGrants” means the web-based, electronic grant management system utilized by the Agency for contract monitoring and management.

“Performance measures” means measures that assess the Deliverables or activity under this Contract. Performance measures include, but are not limited to quality, input, output, efficiency, and outcome measures.

1.2 Contract Purpose.

The purpose of this contract is to increase access to behavior analysis and treatment services for individuals experiencing behavioral challenges by expanding the number of board certified behavior analysts (BCBA) and board certified assistant behavior analysts (BCaBA) in Iowa.

This is accomplished by providing a grant to awardees attending an accredited BCBA or BCaBA educational program that will provide eligible tuition and fee assistance up to 50% of costs.

In return, Contractors must become certified as a behavior analyst (BCBA) or assistant behavior analyst (BCaBA) and work in Iowa as a BCBA or BCaBA for a period of two years full-time, or four years part-time, post-certification. In addition to post-certification, the Contractor is required to assist in supervision of an individual working toward board certification as a BCBA or BCaBA or to consult with schools and service providers that provide services and support to individuals with autism.

1.3 Scope of Work.

In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall complete the following deliverables and work:

A. Inform the Agency in writing within ten days of any changes in the following:

1. Status of enrollment in a BCBA or BCaBA program.

2. Status of employment or practice as a BCBA or BCaBA during the service obligation period.
 3. Address or contact information including email address, legal name change, etc.
 4. Illness, disability, or family considerations affecting obligations to this contract.
- B. Respond to the Agency within time frames identified or if no specific deadline provided, respond within 5 business days of receipt of the communication. Respond to Agency correspondence and requests for information within the IowaGrants system.
- C. Provide requested personal information to the Agency or Iowa College Student Aid Commission (ICSAC) for purposes of verifying education or financial need.
- D. Maintain enrollment in and complete all coursework required through an accredited college or accredited online program that provides approved coursework and training for Board Certified Behavior Analyst (BCBA) or Board Certified Assistant Behavior Analyst (BCaBA).
- E. Successfully complete all coursework and supervision requirements required for BCBA or BCaBA certification within the period agreed upon with the Agency.
- F. Submit timely claims with a billing statement or invoice (from the educational institution) to the Agency for each period (i.e. semester, trimester, quarter, course, etc.) of tuition and fees due to the educational institution up to the amount specified by the Agency in the contract.
1. Provide the Agency with a signed W-9 within 10 days after the request via secure email, fax or U.S. Postal Service. The W-9 form can be found at IRS Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>).
 2. Contractor will be eligible to receive reimbursement for up to 50% of their costs of tuition and fees associated with becoming a BCBA or BCaBA.
 3. Contractor will receive funds directly from the Agency to pay the educational institution or entity the qualifying educational expenses.
- G. Maintain responsibility for and pay the costs not covered by grant funds to remain in good financial standing with the educational institution. Funds provided by the Agency are to be used to pay only tuition and fees to the educational institution.
- H. Following completion of coursework and supervision requirements, pass the BCBA or BCaBA certification exam within one year of graduation.
1. Submit proof of obtaining certification to the Agency
- I. After becoming certified, supervise (to the extent that certification rules allow) an individual working toward board certification as a BCBA or BCaBA or to consult with schools and service providers that provide services and support to individuals with autism in Iowa.
- J. After becoming certified, provide community-based applied behavior analyst services for a period of 2 years full time or 4 years part-time in Iowa.
- K. Maintain required certifications and board eligibility in accordance with Iowa regulations and those issued by the Behavior Analyst Certification Board.

- L. Remain in good financial, ethical, and legal standing within their community and educational institution.
- M. Complete and submit semi-annual progress reports in the IowaGrants system in accordance with the description and dates outlined in Article IX – Reports.

1.4 Performance Measure.

The Contractor shall meet all terms of the contract or be subject to the breach of contract provisions outlined in section 1.5 below.

The Contractor shall respond to the Agency's inquiries via IowaGrants.gov within 5 business days of receipt of communication.

The Contractor shall submit semi-annual reports and required documentation to the Agency through the progress reports component within IowaGrants.gov in accordance with the schedule determined by the contract start date.

1.5 Breach of Contract.

The Contractor shall be considered in breach of contract for:

- A. failure to comply with the terms and conditions described in this contract;
- B. failure to fulfill educational requirements to complete BCBA/BCaBA certification;
- C. failure to complete certification to become a BCBA/BCaBA;
- D. following professional certification, failure to supervise (to the extent that certification rules allow) an individual working toward board certification as a BCBA or BCaBA, or consult with schools and service providers that provide services and supports to individuals with autism in Iowa; and/or
- E. following professional certification, failure to provide 2 years full-time or 4-years part-time service obligation in Iowa, following certification.

Monetary damages will be imposed on the Contractor for breach of this contract as outlined below. The Contractor shall be required to reimburse the Agency the following monetary amounts for:

- A. failure to obtain certification: the total of the contract amount paid to the Contractor,
- B. failure to fulfill any portion of term or obligated service: prorated amount paid to the Contractor for tuition and fees. For example, if Contractor becomes certified and completes only 1 year of the required 2 years of service in Iowa, the Contractor will owe the Agency 50% of the total contract amount paid to the Contractor. If the Contractor does not complete any service, the Contractor would owe the total of the contract amount paid to the Contractor for tuition and fees.

Should legal action be required to enforce repayment of monetary damages for breach of contract, the Contractor must pay all reasonable attorney fees, costs and expenses of such action to the Agency.

1.6 Cancellation.

Any future service or payment obligation incurred by the Contractor under this contract will be canceled upon the Contractor's death.

1.7 Reports

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

Report Title	Form Frequency/Type	Date Due
Semi-annual Behavior Analyst Progress Report	Matriculating students will be required to report: updated address (with new W-9 form) and contact information; enrollment status and class schedule; details about progress toward fulfilling activities detailed in the project plan of study; required experience hours; plans for completing post-certification requirements; and documentation to affirm coursework has been completed. Post certification, Contractors will be required to report: updated address and contact information (with new W-9 form); documentation of service; details about applied behavioral services to lowans; details about supervision of an individual becoming certified as a BCBA or BCaBA or provision of consultation to schools or service providers providing services to lowans with autism; and proof of employment.	July 15, 2024 January 15, 2025 July 15, 2025 January 15, 2026 July 15, 2026 January 15, 2027 July 15, 2027 January 15, 2028
BCBA/BCaBA Proof of Certification	Upon certification, a copy of the Contractor's BCBA or BCaBA certification must be submitted to the Agency. Proof of certification will be required on a semi-annual basis thereafter. Contractor must pass the certification exam within one year of graduation.	TBD

1.8 Agency Monitoring and Review.

The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review of performance measures, work plans, progress (status) report submissions, claims, and, as applicable, site visits; however, reviews may occur more frequently or via additional methods, at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data or documentation. The Agency may consider information from other sources.

In cases of request for additional information, data, site visits, meetings, etc.; The Contractor shall ensure their cooperation in such efforts and shall provide all requested information to the Agency in the manner determined by the Agency. The Contractor also agrees that the Agency

or the Agency's duly authorized and identified agents or representatives of the state and federal governments shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality assurance reviews, review Contract compliance, assess management controls, assess the Contract services and activities, and provide technical assistance.

Following each site visit or review of information, the Agency may submit a written report to the Contractor which identifies the findings. The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person or virtually, whichever is deemed most appropriate as solely determined by the Agency. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring or review activities.

A. Problem Reporting.

1. Identification of Deficiencies. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Agency has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract

2. Addressing Deficiencies. To the extent that Deficiency(s) are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a corrective action plan or performance improvement plan with time frames acceptable to the Agency to resolve the Deficiencies. The plan shall be submitted to the Agency for approval within timeframes specified by the Agency. Upon Agency approval of the plan, the Contractor shall implement and comply with the plan.

1.9 Contract Payment Clause.

For each period (i.e., semester, trimester, quarter, or course, etc.) of tuition and fees due to the approved educational institution, the Contractor shall submit a claim to the Agency for 50% of the tuition and fees identified on the tuition statement, or less if noted by the Agency. The claim along with the bill from the educational institution, must be submitted to the IowaGrants site within 60 days of the start of each new period with the exception of the first claim which will be made within 60 days of contract start date. Claims will be paid retroactively for tuition and fees for required coursework associated with an accredited BCBA or BCaBA program incurred on or after August 1, 2020.

The Agency will pay claims based on review of appropriate documentation.

Claims documentation must include the following:

- A. name of the Contractor;
- B. name of the learning Institution;
- C. statement date;
- D. dates for coursework (semester, trimester, quarter, course, etc.);
- E. name of coursework; and
- F. amount of tuition and fees being charged for the corresponding dates.

Contractor is attending [insert name of institution](#) where coursework is presented in a [insert educational format](#). Claim requests may not exceed 50% of the tuition and fees on the provided tuition statement. Each statement may only be claimed once. Claims may be made for the approved time period in the application until BCBA/BCaBA education program has been completed or contract amount has been met and approved by the Agency.

1.10 Incorporation of General and Contingent Terms.

- A. General Terms for Service Contracts ("Section 2"). The General Terms for Service Contracts effective August 1, 2023 as posted to the Agency's website at <https://hhs.iowa.gov/contract-terms> are incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2. By signing the Contract, the Contractor certifies that they have reviewed and agrees to all the terms set forth therein and has not made any changes.
- B. Contingent Terms for Service Contracts ("Section 3"). The Contingent Terms for Services Contracts Effective August 1, 2023 as posted to the Agency's website at <https://hhs.iowa.gov/contract-terms> are incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3. By signing the Contract, the Contractor certifies that they have reviewed and agrees to all the terms set forth therein and has not made any changes.

1.11 Additional Contract Conditions.

- A. Contractor is expected to complete the coursework, training and certification in compliance with the Agency-approved application.
- B. Contractor is expected to notify the Agency if unable to pass the BCBA or BCaBA certification exam within one year of graduation.
- C. Contractor is expected to notify the Agency of a change of address or contact information including email address **within ten days** in IowaGrants via the correspondence tab.
- D. The Contractor shall ensure all IowaGrant Grant Tracking Site Component information is accurate and current. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the Contract Manager. The Component will be sent via negotiation within IowaGrants Grant Tracking site to the Contractor and must be revised and returned in a timely manner. If a revision is submitted by the Contractor and approved by the Agency, an amendment to the contract may be required and the revised Component shall be made the current version by the Contract Manager.

1.7.3 Close Out Duties. In compliance with General Terms Section 2.5.6, the Contractor shall complete the close out duties within the IowaGrants Grant Tracking Site for this Contract.

1.11 Additional Terms. The Contractor shall comply with the following:

Contractor subject to Iowa Code Chapter 8F? No, this contract is NOT subject to Iowa Code chapter 8F	
Federal Subrecipient Reporting and FFATA Reporting:	
Federal Subrecipient Reporting required? No	Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor? NO