

## CONTRACT DECLARATIONS AND EXECUTION

<b>Contract #:</b> COAC PVH 25 xxx	<b>Procurement type/#:</b> RFP # 58823003/58823022	<b>Project Period:</b> July 1, 2022 through March 31, 2027
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### CONTRACT INFORMATION

**Title of Contract:** Title X Family Planning Services

<b>Start Date:</b> April 1, 2024	<b>End Date of Base Term of Contract:</b> March 31, 2025	<b>End Date of Contract*:</b> March 31, 2025
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\*Possible Extension(s): Reserved.

### CONTRACT FUNDING:

<b>Maximum Contract Amount:</b> \$0	<b>Maximum Base Term Amount:</b> \$0	<b>ANNUAL funding amount by source:</b> FEDERAL: \$0 STATE: \$0 OTHER: \$0
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### 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"):

<b>Contractor Legal Name and Principal Address (including DBA):</b> Insert Contractor's legal name and address	<b>Last Four Digits of Contractor's Tax ID #:</b> ####
<b>Organized under the laws of:</b> Insert State <i>If Individual/Sole Proprietor insert N/A</i>	<b>Type of Business:</b> Corporation, non-profit, etc.

**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.

<b>Contractor's Contract Manager</b> This individual is responsible for financial and administrative matters of this contract. <b>Name:</b> Insert Name <b>Title:</b> Insert title <b>E-Mail:</b> Insert Email Address <b>Phone:</b> Insert phone number	<b>Contractor's IowaGrants Grantee Contact</b> <b>Name:</b> Insert Name <b>Title:</b> Insert title <b>E-Mail:</b> Insert Email Address <b>Phone:</b> Insert phone number
<b>Contractor's Program Manager</b> <b>Name:</b> Insert Name <b>Title:</b> Insert title <b>E-Mail:</b> Insert Email Address <b>Phone:</b> Insert phone number	<b>Contractor's Billing/Claims Contact</b> <b>Name:</b> Insert Name <b>Title:</b> Insert title <b>E-Mail:</b> Insert Email Address <b>Phone:</b> Insert phone number

**Agency of the State (hereafter "Agency"):**

<b>Name/Principal Address of Agency:</b> 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.
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**Agency authorized officials.**

<b>Agency Contract Owner</b> <b>Name:</b> Juliann Van Liew <b>E-Mail:</b> juliann.vanliew@idph.iowa.gov	This space is intentionally left blank.
<b>Agency Program Manager</b> <b>Name:</b> Lindsey Jones <b>E-Mail:</b> lindsey.jones@idph.iowa.gov <b>Phone:</b> 515-321-8259	<b>Agency Contract Manager</b> <b>Name:</b> Jenny Deeds <b>E-Mail:</b> jenny.deeds@idph.iowa.gov <b>Phone:</b> 515-229-2566

**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.

<b>For and on behalf of the Agency:</b>  By: _____ Juliann Van Liew, Director, Wellness & Preventive Health Iowa Department of Health and Human Service	<b>For and on behalf of the Contractor:</b>  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 Title X Family Planning (FP) Program promotes FP services, preventive health services as well as education with a focus on vulnerable populations. It is the goal of the FP program to ensure all Iowans have equitable access to contraceptive methods that best fit the individual client, families and community needs. The purpose of this contract is to provide public health services at the community level for FP services.

### 1.3 Scope of Work.

#### 1.3.1 Contractor’s Work Plans and Deliverables:

**A. Work Plans.** The Contractor will develop and implement Work Plans compliant with the Deliverables and timelines listed in section B. The Contractor will submit work plans for Agency approval. Work plans will be maintained in the Grant Tracking Site. 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 November 30, 2025.

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

**1.3.1.1** The Contractor will comply with the [OASH Title X Program Handbook](#) along with the [Title X Statutes, Regulations, and Legislative Mandates](#). Title X program policies, which are established by the Office of Population Affairs (OPA),

are long standing expectations for the way Title X grantees and subrecipients should implement their projects

- A. Develop and maintain policies, procedures and consent form that are in compliance with Title X program requirements and align with the Title X FP Administrative and Clinical Manuals, to guide the work of FP services.
- B. Ensure all contracted and subcontracted employees review and sign the [Title X Requirements Acknowledgement Form](#) which contains language on standards of compliance with prohibition on abortion. Proof of documentation is required, electronically or paper copy.

**1.3.1.2** Conduct outreach activities within every county of the collaborative service area (CSA). Activities include but are not limited too:

- A. Promote the health of persons of reproductive age and provide access to Family Planning (FP) and reproductive health services.
  - a. Counseling for adolescents will be provided regarding: abstinence, encouraging family participation, and avoiding sexual coercion.
- B. Where clinical services are not provided by the Contractor in the CSA, formal referrals for Title X services will be made as appropriate.

**1.3.1.3** Provide subsidized clinical FP and reproductive health promotion services with priority given to low-income individuals, adolescents, males, minorities and others without access to such services.

**1.3.1.4** Assist the Agency in the development of a health disparity impact statement if requested. This requirement was originally called out as part of the Title X Family Planning Services Project competitive grant application. No action needed at this time, only if requested.

**1.3.1.5 Family Planning Services Direct Care** The Contractor shall:

- A. Offer FP services that will be targeted to low-income individuals and low-income families, which is defined as a family whose total annual income does not exceed 100% of the most recent Poverty Guidelines issued pursuant to [42 U.S.C. 9902\(2\)](#). “Low-income family” also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services.
  - a. Determine the eligibility of individuals to enroll as participants in the Title X FP Program.
  - b. Assure all consent and enrollment information is collected.
  - c. Collect all required data elements specific to client demographics and client services received.
- B. Establish a routine clinic schedule. If changes are made to clinic hours (for a period of time) or there is a change in a provider (that impacts direct services provided), the change(s) must be reported to the Agency within 10 days through IowaGrants.
  - a. The agency will be required to submit a plan of action on how they will ensure continued care is provided to FP clients and steps they are taking to fill the role of the provider within 10 days of the vacancy.
- C. FP services shall be provided by a clinical services provider (CSP). CSP includes physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of

practice who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care. The CSP along with the clinic ensures to:

- a. Offer direct FP services which includes a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.
    - i. Ensure there is a referral process in place along with coordination of services, if the service site is unable to provide clients with access to a broad range of acceptable and effective approved FP methods and services or the clients method of choice. The Contractor must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested. Refer to Section 2, Background for further guidance.
  - b. Services are provided pursuant to the approved Direct Care Plan on file in the Agency and in accordance with Title X FP Program Guidelines which consist of the Title X Program Requirements, the Morbidity and Mortality Weekly Report, Providing Quality Family Planning ([QFP](#)) Services, recommendations of CDC and U.S. Office of Population Affairs.
    - i. Recommendations for the U.S Centers for Disease Control and the Office of Population Affairs (OPA); OPA Program Policy Notices; state administrative rules and program policies including the provisions of the Agency's FP Clinical Manual.
- D. Provide same day placement for Long-Acting Reversible Contraception (LARCs) in every clinic with the capacity. In rural areas with limited capacity, resources and support for providing telehealth consults for the pre-placement visit will be provided.
- E. Screen all clients for alcohol misuse and substance use disorder (SUD); refer as needed.
- F. Screen all clients for depression and other mental health concerns as needed and refer as indicated.
- G. Develop and maintain robust referral networks at all clinic sites to ensure clients have access to comprehensive primary care, specialized care, and social services.
  - a. Each agency will have a written policy and/or plan to address the related social service and medical needs of clients as well as ancillary services needed to facilitate clinic attendance.
  - b. Each agency will provide for coordination and use of referrals and linkages with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to the Title X site, when feasible, in order to promote access to services and provide a seamless continuum of care.

- i. Each agency must maintain an updated referral list which includes a variety of entities/services that are provided to clients as requested.
  - c. Offer all clients with a positive pregnancy test a referral to the local Title V Maternal Health Centers.
- H. The Contractor shall ensure FP services are provided in a manner that are:
  - a. Adolescent-friendly - Health services are accessible, acceptable, equitable, appropriate and effective for adolescents.
  - b. Client-centered care - Care that is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.
  - c. Inclusive - Inclusive care is when all people are fully included and can actively participate in and benefit from family planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

**1.3.1.6 Documentation of Direct Services:** All family planning direct care services provided for Title X family planning individuals must be appropriately documented. Documentation of all direct services is required to provide a complete record of care for clients served and for quality assurance purposes. Data generated from service documentation will be used for reporting progress at the federal, state, and local levels. Iowa Connected, the Title X Family Planning data system is required to be used by all awarded Contractors.

**1.3.1.7 Programmatic Support** The Contractor Shall:

- A. Participate in the Vaccines for Children Program, if administering Human papillomavirus (HPV) immunization to adolescent clients and submit documentation in Iowa's Immunization Registry Information System (IRIS) when vaccines are administered.
- B. Engage with at least two community organizations to share Title X information. This allows the opportunity to create new partnerships and/or strengthen current ones.
- C. All Title X staff (subcontractors/volunteer/student/other) must participate in the Title X Orientation within 90 days from starting work with the program. This training is offered by the Agency on a quarterly basis.
- D. Utilize the Agency client satisfaction survey and execute to clients who receive direct services.
  - a. Develop a plan of how results will be used for quality assurance (QA) and quality improvement (QI).
- E. Identify at least one staff member along with one to two community members within each CSA to participate in the statewide Information and Education Committee which will meet virtually at least once a year. Participation is required from each SR.
- F. Identify a Clinical Service Provider to be a champion for your agency's Title X contract/direct services. This person is required to attend a

minimum of two Colleague Connection meetings. Meetings will be held quarterly. Title X Coordinator/Director is not required to attend but is optional.

**1.3.1.8 Training Documentation (staff circulars, training curriculum and records)** The Contractor shall:

- A. Maintain staff training records, either through the agency's internal tracking system or within the Reproductive Health National Training Center.
- B. Review of training records must be conducted annually and sent to the Agency as part of the site visit and/or as outlined below. All staff whose salaries are covered by funds from this contract (including program income) must complete all required training identified by the Agency and based on Federal training requirements.
  - a. Ensure all required training (as outlined in the training log template) are completed throughout each project period and/or as required through state and federal mandates.
  - b. If completion and documentation for the required training are not met, the agency may be placed on a corrective action plan in order to assure compliance with federal Title X training requirements along with the contract performance measure disincentive applied.

**1.3.1.9 Data and Client Records Requirements** The following include key requirements related to maintaining data and client records:

- A. All employees that use the family planning data system are required to sign a confidentiality and security agreement each year.
- B. Enter all direct care services each participant receives under the program into the data system.
- C. Contractors are responsible for the accuracy of each of their client records, including those maintained by subcontractors.
- D. Comply with the Agency's contract requirements for timely data entry into the Title X FP data system. Documentation of services must be made at the time of service and must be available to the Agency by the 15th of the following month.
- E. Use two-factor authentication for the FP data system.
- F. Assure that all State of Iowa IT Security Standards are addressed, as outlined [here](#). Including but not limited to the telework security standards prohibiting the use of personally owned computers, removable media and other devices.
- G. Comply with the Agency's contract and policy requirements regarding record retention of medical records and also accounting, financial, programmatic, statistical, release of records, other records, including supporting documents. See Contract General Conditions dated 8-1-2023 [here](#) (p. 2, #3 Accounts and Records).
- H. **Confidentiality and Security:** Contractors and their subcontractors shall comply with all applicable federal and state laws and with the Agency's policies and procedures to protect client confidentiality and shall assure security of the client information, including electronic files. Contractors will work with the Agency to make changes to informed consent documents and procedures, if applicable, to comply with state and federal program requirements.

**1.3.1.10 Meetings & Training** The Title X Project Coordinator/Director, clinical service providers, and all persons involved with the Title X FP Program providing administrative support, clinical services and/or fiscal support are required to engage in ongoing training and professional development on cultural humility, implicit bias, health equity, and other topics as determined by the Agency and/or the Contractor.

Successful Contractors **are required to** participate in program-related meetings sponsored by the Agency throughout the contract year(s). The following table identifies anticipated required meetings and the staff required to attend.

***Required Meetings and Training:***

<b>Meeting*</b>	<b>Date Scheduled</b>	<b>Required Attendee(s)</b>
Family Planning Annual Update (Des Moines, IA)	Proposed Date: September 2024 - Location TBD	All Title X Funded Staff are strongly encouraged to attend (administrative, clinical, fiscal, support staff).  The Title X FP Coordinator/Director is required to attend.
Directors Meetings - Up to three Meetings Planned - (Central Iowa locations and date to be announced)	Winter 2024 Summer 2024 Fall 2024  Meeting method to be determined	SR Program Director and/or SR Coordinator
FP Update Conference Planning Committee (Previously known as TAC) - Three to four meetings planned (in-person and/or virtually)	Virtual meeting dates TBD; one in-person meeting (Fall 2024 and date TBD)	Assigned representative from each Contractor
Colleague Connections ( <u>one clinical staff person from each agency is required to participate</u> )	Quarterly virtual meetings (Dates TBD)	Assigned clinical representative from each Contractor  *Representative strongly encouraged to be a prescriber of Title X services
Information and Education (I&E) Committee	One to two virtual meetings/Semi-Annual (Dates TBD)	Assigned representative from each Contractor along with 2-3 community members
Required Trainings/Committee Meetings (In-Person and/or webinars - as needed)	TBD - As Needed	Appropriate staff for topic or assigned staff from the Contractor
Monthly Community Learning Sessions - earning/collaborative sessions from one another	Required, held virtually - Offered on a monthly basis	Any staff who have Title X specific questions, opportunity to learn from other contractors as well as an opportunity for the Agency staff to learn from the contractors



New SR Onboarding Monthly Community eLearning Sessions	Optional, held virtually - Offered on a monthly basis	Opportunities for new Contractors to learn from one another as Title X services are implemented
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**1.3.1.11 FP Billing Services** The Contractor shall:

- A. Develop a sliding fee scale and a schedule of discounts on an annual basis and upload into the IowaGrants contract site.
- B. Submit billing to all third parties responsible for paying for direct care services.
- C. Apply Title X Funds as payment for client services appropriately.
- D. Provide on-site enrollment of clients into the state FP Program or other successor FP special coverage programs.
- E. Comply with the terms and conditions of the Title X, Title XIX and state Family Planning Program (FPP) and any other state funded FP programs regardless of funding source used for the services.
- F. Program income expenses - The supporting documentation workbook will be provided by the Agency and each Contractor will be required to submit on a monthly basis as supporting documentation.

**1.3.2 Contractor’s Personnel for Project Implementation.** The Contractor shall maintain an accurate listing of staff specified for project implementation, meeting all minimum staffing requirements as required by the Agency, within the personnel form Component, located in the IowaGrants Grant Tracking Site. This Component is incorporated by reference to this Contract. The Contractor shall notify the Agency in writing through the Correspondence within ten (10) working days of any change of staff identified. Modifications to Agency-approved/current versions of personnel forms require Agency negotiation of the Component. The Contractor shall submit a written justification to the Agency through the Correspondence component for requests to modify the personnel Component.

**1.3.3 Required Progress Reporting and Monitoring.**

**1.3.3.1 Progress (Status Reports)** The Agency requires the Contractor to report on the progress and performance of the Deliverables and work plans through regular progress reporting. Performance of Contractors completion of deliverables pursuant to the Agency approved work plans will be monitored through progress reports as outlined in this section. The Agency will schedule the various required reports within the progress report Component of the Contractor’s Grant Tracking Site. The Contractor shall complete and submit the following reports, data and information by the deadlines provided by the Agency. Reports shall be submitted in the Grant Tracking Site located in IowaGrants, in the Progress Reports or Status Reports component unless notified otherwise below. Upon Contractor’s completion and submission of required reports by the scheduled due dates, the Agency will review and either approve or require additional information via an IowaGrants Negotiation process. The Agency shall review and monitor submitted reports, as well as other data and information for completeness, timeliness, and overall performance pursuant to the Contract.

Report Title	Form Frequency/Type	Date Due
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Subcontracts of \$2,000 or greater, prior to execution	Type: Subcontract Documents	Submit for Agency approval Prior to obtaining signatures
FFATA Report	Type: FFATA Report	Contractor submits within 30 days of the start date of the contract.
Summary of insurance for Professional Liability, Property, Casualty, Fidelity, Bonding, and Officers and Directors coverage	Summary of Insurance Form	Contractor submits within 30 days of the start date of the contract.
Key Personnel Form	FP Key Personnel Form	Update as needed
Schedule of Discounts and Sliding Fee Scale for New Project Period	Annual - IG Correspondence	May 15, 2024
Family Planning Manual Policies and Procedures	Annual - IG Correspondence	June 30, 2024
FP Client Chart Audit Summary (Internal Review)	Annual - Selected SRs will be contacted if they need to complete by November 1, 202 - IG Correspondence	January 31, 2025
Training Log Documentation	At site visit and/or as requested - IG Correspondence	February 1, 2025
Year-End Report	Annual Report	April 28, 2025
Site-Visit (virtual or on-Site). Includes preparation (identified below) -  Requested documentation will need to be provided at least 20 days in advance of the site visit date determined by both parties.	Annual - Two SRs will be identified on an annual basis for a site visit that includes an administrative, fiscal and clinical review. This also includes an external chart review conducted prior to the scheduled site visit.	TBD - By Iowa HHS and Contractor

**1.3.4 Site Visit Reviews** (may be in person or virtual). The Agency may elect to conduct site reviews, which may be in person, or via IowaGrants virtual platform, or other method as deemed appropriate by the Agency. The frequency and need for site reviews will be determined at the discretion of the Agency.

**1.4 Performance Measure and Monitoring Expectations.**

- A. **Training Compliance** The Contractor must have 90% of Title X FP funded staff in compliance with all Title X FP required training by the end of February 2025.
- B. **Due date** February 28, 2025.
- C. **Data to be used for the Measure** The Contractor shall keep the Personnel component of the grant site up to date to include all staff involved in the Title X project, whether paid with Title X grant funds or in-kind funds. The Contractor shall submit any documentation required for the performance measure into the appropriate Component of the Grant Tracking Site within IowaGrants.gov. The numerator will be the total number of staff who have completed all required Title

X training within the required timeframe. The denominator will be the total number of staff listed in the Key Personnel form.

- D. **Monetary Disincentive:** \$5,000, (\$1,000 to be withheld from each of the first five contract payments). If the Contractor does not have at least 90% of Title X funded staff in compliance with the required training, the funds will not be released.
- E. **Agency Monitoring of Performance Measure.** Proof of completion will be reviewed by the Agency's Title X staff and compared to the list of key personnel and training log submitted.

### ***1.5 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 the cooperation of the Contractor's employees, agents, and board members 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.

#### **1.5.1 Problem Reporting.**

**1.5.1.1 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.

**1.5.1.2 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.

**1.6 Contract Payment Clause.**

**1.6.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractors completion of the Scope of Work as set forth in this contract, the Contractor will be compensated an amount not to exceed \$##### during the entire term of this Contract, which includes any extensions or renewals thereof.

Contractors may not exceed the available funds for each contract year as outlined in the Payment Table below, and may not carryover funds into a consecutive contract year without a written amendment executed by all parties.

Annual reimbursements shall not exceed the following:

Payment Table		
Contract Year	Period of anticipated available funds*	Anticipated Funding Amount
Contract Year 1 (Base term)	April 1, 2024 through March 31, 2025	\$xxxx

\*Available funds within the Grant Tracking Site will be based on the annual period, on a cumulative basis.

**Note:** continued payment for contract extension years is contingent upon extension of the Contract.

**1.6.2 Payment Methodology/Reimbursement for Services (Budgets).**

In accordance with the payment terms outlined in this section and the Contractors completion of the Scope of Work as set forth in this Contract, the Contractor will be reimbursed for eligible expenses pursuant to the reimbursement methodology for each annual period as outlined in the IowaGrants Grant Tracking Site budget component(s). As required by the Agency, the Contractor shall propose budgets for the period of time and in the format determined by the Agency within the IowaGrants Grant Tracking Site with each annual period, renewal or extension of the Contract.

It is anticipated that budgets will be added on an annual basis, pursuant to the Payment Table, available funding column above in section 1.6.1. Notice: The award amount listed within the IowaGrants Grant Tracking Site (budget form and award amount) may be

lower than the maximum contract funding amounts listed in the Contract Funding portion of the Contract Declarations and Execution page.

The Agency approved budgets, located in the IowaGrants grant site for this Contract, are incorporated by reference. Reimbursement for expenses will be in compliance with the Agency approved budget(s).

**1.6.2.1 Line Item Budgets.** The Agency approved line item budgets will be marked as the current version in the IowaGrants Grant Tracking Site.

- A. Expenditure variance against direct cost budget category amounts are allowed up to a maximum of 10% of the annual amount on a cumulative basis not to exceed the annual total. The Contractor shall submit a written justification to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance between line item amounts (categories).
- B. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line item category not previously approved are anticipated.
- C. 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. Travel expenses from grant funds are not to exceed usual and customary amounts as determined by the Iowa Department of Revenue and Finance.
- D. *Equipment may not be purchased with these funds.*
- E. *The reimbursement of travel expenses are capped at the limits established by the [Iowa Department of Administrative Services](#).*

**1.6.2.2 Budget modifications.** Modifications to Agency-approved/current version budgets require Agency review and written approval prior to allowing the change, and the change may require an amendment to the Contract. The Contractor shall submit a written justification to the Agency for requests to modify budgets. The following situations are examples that will require a Contract amendment, however, the Agency may, at our sole discretion, require Contract amendments for additional situations:

- When the Contractor anticipates expenditures against a budget line, unit cost, or Deliverable item not previously approved or open.
- When a fixed cost or cost per unit changes.
- When the annual or total contract amount changes.

**1.6.2.3 Match.**

Reserved.

**1.6.3 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment or change order to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Services or Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

**1.6.3.1 Travel Reimbursement Limitations.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited

to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the [Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210](#), and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by the Iowa Department of Administrative Services.

**1.6.3.2 Lodging Restrictions.** To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screenshot of this verification showing the lodging provider is a certified location with the claim for reimbursement. 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.

#### **1.6.4 Payment Terms.**

**1.6.4.1 Three percent annual hold.** Each annual period as outlined in the Payment Table, the Contractor shall receive written approval from the Agency prior to spending the final three (3) percent of all funds awarded for that period.

**1.6.4.2 Timeframes for Regular Submission of Claims.** The Contractor shall submit a claim and any required supporting documentation itemizing work performed and for services rendered in accordance with this Contract and the Reimbursement for Services budget. The claim shall be submitted monthly in the Grant Tracking Site within 45 days of the month of expenditures.

Unless a longer time frame is provided by federal law, and in the absence of the express written consent of the Agency, all Claims shall be submitted within six months from the last day of the month in which the services were rendered.

**Claim Adjustments:** All adjustments made to Claims shall be submitted to the Agency within ninety (90) days from the date of the Claim being adjusted. Claims shall comply with all applicable rules concerning payment of such claims.

**1.6.4.3 Payment of Claims.** The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of Claims before making payment. The Agency will review for accuracy and either approve or require additional information or edits to the Claim via an IowaGrants Negotiation process. The Agency may elect not to pay claims that are considered

untimely as defined in this Contract. Final Claim 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.

The Agency shall pay all approved Claims in arrears and in conformance with Iowa Code 8A.514. 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.

#### **1.6.4.4 Submission of Claims at the End of State Fiscal Year (SFY).**

Notwithstanding the time frames above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Claims to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30), regardless of funding source.

**1.6.4.4.1 Late End of SFY Claims.** The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for the end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

### **1.7 Additional Contract Conditions.**

**1.7.1 Linkage to Boards of Health.** 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.

**1.7.2 Revisions to Grant Tracking Site Components.** The Contractor shall ensure all IowaGrant Grant Tracking Site Component information is accurate and current. This is inclusive of personnel, work plans, subcontract plans and budget forms. 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.

**1.7.4 Subcontract Approvals.** Pursuant to the General Terms Section 2.12.9 Use of Third Parties, the Agency requires the Contractor to submit all draft, unsigned subcontracts for services provided under this Contract to the Agency for approval prior to execution of the subcontract. The Agency reserves the right, at its sole discretion, to require modifications to the subcontract or may deny the request. Contractors will submit the draft, unsigned subcontract(s) at least 30 days prior to the anticipated subcontract start date to the Subcontract Report within the Progress Reports Component of the Grant Tracking Site. The Agency shall review and approve all proposed subcontracts prior to the Contractor obtaining any signatures for subcontracted work under this contract.

**1.8 Insurance Certificate.** Pursuant to the General Terms Section 2.7, Contractors shall upload insurance certificate(s) meeting the minimum amounts outlined in the table below to the appropriate component of the corresponding Grant Tracking Site.

If the Contractor is a BOH, BOS, Public Health Agency or other local governmental entity, delete the statement above and include this statement:

For local governmental entities (county, city, etc.): Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor shall upload a statement or letter documenting their insurance or self-insured status as a governmental entity in the appropriate component of the corresponding Grant Tracking Site.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million

**1.9 Data Sharing.** Reserved.

**1.10 Incorporation of General and Contingent Terms.**

**1.10.1 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.

**1.10.2 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 Terms.** Reserved.

<p><b>Contractor subject to Iowa Code Chapter 8F?</b></p> <p>Yes, this contract is subject to Iowa Code chapter 8F</p> <p>No, this contract is NOT subject to Iowa Code chapter 8F</p> <p>At the time of execution, this contract is NOT subject to Iowa Code chapter 8F, if the Contractor executes amendments or additional contracts with the Agency, the aggregate of which exceeds \$500,000, the contract will be subject to Iowa Code Chapter 8F</p>	
<p><b>Federal Subrecipient Reporting and FFATA Reporting:</b></p>	
<p><b>Federal Subrecipient Reporting required? YES</b></p>	<p><b>Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor?</b></p> <p>YES, the Contractor must complete the required reporting data and submit it within the Progress Reports Component of the IowaGrants Grant Site. The Contractor shall complete and submit the FFATA report form within 15-30 days of the start date of the contract.</p>