

CONTRACT DECLARATIONS AND EXECUTION

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| Contract #: PUHE-EPR-25-YYY | | Procurement type/#: RFA 58821001-6 |
| CONTRACT INFORMATION | | |
| Title of Contract: Public Health Emergency Preparedness (PHEP) and EMS System Development | | |
| Start Date: July 1, 2024 | End Date of Base Term of Contract: June 30, 2025 | End Date of Contract*: June 30, 2025 |
| *Possible Extension(s): The Agency shall have the option to extend this Contract up to 0 additional one year extensions. | | |
| CONTRACT FUNDING: | | |
| Maximum Contract Amount: YYYY | Maximum Base Term Amount: YYYY | ANNUAL funding amount by source: FEDERAL: YYYY |
| 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:

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| CONTRACTOR (hereafter "Contractor"): |
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| Contractor Legal Name and Principal Address (including DBA): <i>Insert Contractor's legal name and address</i> | Last Four Digits of Contractor's Tax ID #: #### |
| Organized under the laws of: Iowa | Type of Business: Government entity |
| 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: <i>Insert Name</i> Title: <i>Insert title</i> E-Mail: <i>Insert Email Address</i> Phone: <i>Insert phone number</i> | Contractor's IowaGrants Grantee Contact Name: <i>Insert Name</i> Title: <i>Insert title</i> E-Mail: <i>Insert Email Address</i> Phone: <i>Insert phone number</i> |
| Contractor's Program Manager Name: <i>Insert Name</i> Title: <i>Insert title</i> E-Mail: <i>Insert Email Address</i> Phone: <i>Insert phone number</i> | Contractor's Billing/Claims Contact Name: <i>Insert Name</i> Title: <i>Insert title</i> E-Mail: <i>Insert Email Address</i> Phone: <i>Insert phone number</i> |

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| 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: Brent Spear E-Mail: brent.spear@idph.iowa.gov | Agency Contract Manager Name: John Hallman E-Mail: john.hallman@idph.iowa.gov Phone: 515-336-1904 |
| Agency Program Manager Name: Natalie Webster E-Mail: natalie.webster@idph.iowa.gov Phone: 515-201-8733 | This space is intentionally left blank. |

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| 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. |

Contract Execution

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Agency:

For and on behalf of the Contractor:

By: _____
Ken Sharp, MPA
Operations Deputy
Division Public Health

By: _____
Insert date (only required if not a digital
signature): _____

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 for the Contractor to lead system development in coordinating and advancing public health emergency preparedness, and emergency medical service delivery, in the identified service area. Contractors will be responsible to ensure the systems can prevent, prepare for, respond to, and recover from incidents that affect the readiness of the public health and emergency medical services systems and to decrease mortality and morbidity in disasters and to develop strategies and activities that will increase ability to be operationally ready to execute plans, respond to, and recover from public health threats and emergencies.

This project supports health equity by ensuring that systems are developed to protect population safety, particularly among the most vulnerable. Systems should address the opportunities and challenges facing all people in the community, including older adults, young children, those without access to transportation, and those living in rural areas. Systems to coordinate and advance emergency preparedness in the identified service area must work to ensure equitable outcomes by creating organizational infrastructure that makes the healthy and safe choice easy and possible for all members of the community.

Goals and Objectives of the program

Collaboration with the Agency, as well as the other key players within each service area are required to develop and sustain an integrated public health and healthcare system. This integrated system will support ESF-8 Public Health and Medical Services response within a service area to prevent, prepare for, respond to, and recover from incidents that impact the health of the public including those with special needs. The activities described below in this section are specific activities required by the federal cooperative agreement and will move Iowa towards meeting the goal of this program and accomplish the following initiatives:

1. Develop a system of traditional and non-traditional partners to build and sustain public health capacities that support day-to-day operations and response efforts associated with ESF 8 and the health components of other ESFs.
2. Identify and collaboratively review discipline specific needs/risk assessments within the service area to identify and address risks affecting the system.
3. Share information to identify public health resources/services and collaborate to ensure optimal utilization and acquisition of those resources/services to address needs affecting the system.
4. Develop and coordinate planning efforts of the service area partners to increase efficiency and effectiveness implementing day-to-day and emergency response efforts.
5. Evaluate and conduct training needed to implement system development activities eliminating redundancy in training efforts and sustaining existing training competencies.
6. Identify and coordinate exercise needs to effectively achieve program and entity exercise requirements.
7. Engage in quality and performance improvement activities to improve the efficiency of the public health system through data driven review of provided care, after action report reviews, development of improvement plans, and measuring progress of improvement implementation.
8. Develop and coordinate planning efforts to provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled infrastructure.
9. Collaborate with healthcare systems, EMS, and trauma partners to assure system wide planning and response efforts.

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 January 15, 2025.

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

PHEP Project Work Plan

Activity 1 HVA:

Service area must annually update and maintain the service area hazard vulnerability assessment (HVA) to identify risks and impacts. All service area projects must be tied to a hazard or risk from the service area's HVA, an identified capability gap, or an activity identified during a corrective action process.

Activity 2 EMResource:

Service area must maintain and update EMResource. Service area shall conduct an inventory assessment to identify public health services and resources, identified EMS resources, and service area level resources that could be coordinated and shared in an emergency. Service area will ensure that visibility on the members' resources and resource needs, such as personnel, facilities, equipment, and supplies are updated at least once every six months, unless required more frequently during a response. All contacts must be updated within 10 business days of a change.

Activity 3 Review and Update of Plans and Protocols:

- Service area must annually update and maintain the current service area preparedness plan and/or following major incidents or exercises. The plan must be approved by all service area core member organizations. All of the non-core members should be given an opportunity to provide input into the preparedness plan. All member organizations must receive a final copy of the plan.
- Service area must annually review and update the service area response plan by involving core members and other members so that, at a minimum, hospitals, EMS, emergency management organizations, and public health agencies are represented in the plan. Response plans should be updated following major incidents or exercises. The updated plan must be approved by all its core members. All of the additional member organizations should be given an opportunity to provide input into the response plan, and all member organizations must receive a final copy of the plan. The service area and its members must, at a minimum, define and integrate into their response plans procedures for sharing essential elements of information (EEIs). The service area preparedness and/or response plan will document processes for members to manage staffing resources, including volunteers, within public health and other health care settings. This includes:
 - Identifying situations that would require supplemental staffing to include volunteers.
 - Developing rapid credential verification processes to facilitate emergency response.
 - Identifying and addressing to the extent possible volunteer liability, licensure, workers compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.
 - Leveraging existing government and non-governmental volunteer registration programs, such as Iowa Statewide Emergency Registry of Volunteers (i-SERV) and Medical Reserve Corps (MRC) personnel, to identify and staff health care-centric roles during acute care medical surge response events.
 - Incorporating hospital, HCC, jurisdictional, or state-based medical assistance teams into medical surge planning and response.
- All updated plans must reflect a sign-off date that falls within the fiscal year.
- Service Area must provide an updated POD Standards Worksheet to establish primary and backup receipt locations within the service area, as well as identify any pre-planned POD locations with demand estimates.

Activity 4 NIMS:

Service area will assist the members with NIMS implementation throughout the project period to maintain service area NIMS compliance and must:

- Ensure service area leadership receives NIMS training based on evaluation of existing NIMS education levels and need
- Promote NIMS implementation among service area members, including training and exercises, to facilitate operational coordination with public safety and emergency management organizations during an emergency using an incident command structure
- Assist service area members with incorporating NIMS components into emergency operations plans
- Collect and submit all Agency required documentation. See Bureau's guidance for mandatory documentation.

Activity 5 Training & Exercise Plan:

Service areas must annually conduct and complete an Integrated Preparedness Plan which includes, at a minimum, a three-year training plan and a five-year progressive exercise plan for the service area.

Activity 6 FTE: Service areas must fund at least 1.0 full-time equivalent (FTE) Grant Coordinator. It is suggested to include the following duties as the role of the grant coordinator:

- provide consultation and technical assistance to local service area partners in the development, implementation and quality assurance review of federal and state grant related activities;
- coordinate service area objectives and activities with local partners and HPP awardee to assure Agency's contractual, and Federal grant standards and objectives, are met;
- provide planning assistance to local partners in the preparation and completion of grant work plans;
- work with Agency to clarify service area work plan responsibilities;
- provide communication to service area partners regarding work plans and responsibilities;
- assist with building service area partnerships;
- assist with identification and tracking of service area resources on EMResource;
- assist with service area coordination and logistics of service area exercises and trainings;
- ensure service area partners have access to, and respond to, tests and alerts sent by the Iowa Health Alert Network;
- build a system to share documents, files and folders with service area partners i.e. HAN folder;
- collect data from service area partners for contractual reports;
- coordinate service area committee meetings, agenda, minutes and logistics;
- work in collaboration with state coalition coordinators;
- provide guidance on budgets, progress reports, use of funds, and work plans for service area partners;
- research and assist with service area purchases in coordination with the fiscal agent, state staff and partners;
- develop templates for reporting and collection of grant-required data;
- complete other tasks as requested by the service area steering committee.

Activity 7 Information Sharing Plan:

Service area will ensure the continuity of information flow and coordination activities. At least two employees from each service area's member organization must have access to the service area's information sharing platforms.

Activity 8 Communication & Coordination Role:

(Joint Activity) Service areas must provide a communication and coordination role within their respective jurisdiction. This coordination ensures the integration of public health and EMS into the broader community incident planning objectives and strategy

development. It also ensures that resource needs that cannot be managed within the service area itself are rapidly passed along to the jurisdiction's ESF-8 lead agency. Service area coordination may occur at its own coordination center, the local EOC, or by virtual means – all of which are intended to interface with the jurisdiction's ESF-8 lead agency. Service areas should connect the medical response elements and provide the coordination mechanism among health care organizations, including hospitals, EMS, emergency management organizations, and public health agencies. A narrative of successes, challenges, and ways the Service Area plans to improve communication and coordination is required annually within the narrative section of the Final Progress Report.

Activity 9 Meeting Frequency:

Service area general membership meetings must occur quarterly, at minimum. Bureau of Preparedness & Response staff must be invited to these meetings.

Activity 10 Specialty Surge Annex:

Service area public health members must collaborate with service area HPP awardee to identify public health's roles and responsibilities within the coalition-level Peds surge annexes. Service area members must also participate in surge annex tabletop exercise to test identified roles and responsibilities.

Activity 11 emPOWER/SVI:

Service area must review emPOWER and Social Vulnerability Index (SVI) data minimally every six months, and identify the top five populations with health disparities or vulnerabilities to be considered during preparedness and response. The service area will use this data to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. These populations should be considered when completing the HVA and any planning updates.

Service area will choose a new (not previously chosen) top five-health-disparity population and determine how the population will specifically be addressed within its plans. Within the narrative of the Final Progress Report, the service area must identify which special population was updated in their plans.

Activity 12 Communications Tests:

To ensure the continuity of information flow and coordination activities, at least two employees from each HCC member organization must understand and have access to the service areas information sharing platforms.

- Each local public health agency will respond to all HAN communications exercises.
- A minimum 50% response rate must be achieved for EMS services responding to HAN communication exercises each quarter.
- At a minimum local public health agencies must respond to 10 of 12 monthly radio tests conducted by the Agency.
- The service area will test the communication section of the response plan spaced evenly every six months by conducting redundant communication drills with service area members.

Activity 13 Inventory Management:

Service areas purchasing medical materiel or supplies (e.g., PPE) with PHEP funds must document the following:

- Strategies for acquisition, storage, rotation with day-to-day supplies, and use
- Inventory Management Program Protocols for all cached material.
- Policies relating to the activation and deployment of their stockpile
- Policies relating to the disposal of expired materials. CDC encourages, when possible, regional procurement of PPE.

Activity 14 Stop the Bleed (STB) (Optional Activity):

- Service area must update a registry of STB instructors once every six months. Registry shall include each instructor's full name and title, date trained, and a notation that the trainer has been registered as an instructor on the Stop the Bleed website.
- Service area must have a completed STB Plan on file. Completed plan must be updated only if changes are made to the initial plan. Changes include additions of locations housing the kits. Updated plan must be reviewed and approved by the service area's HPP Clinical Advisor. Completion of an in-process Plan from a prior year, that has not been changed, does not require an update to the Plan.

Activity 15 Governance Documents:

Service area will annually review all service area governance documents including but not limited to organizational documents, financial rules, and associated policies/procedures. The following components are required:

- By-laws, and by-law change policy
- Membership eligibility, roles, and responsibilities
- Committee and/or officer roles and responsibilities
- Voting guidelines
- Method for determining/approving funding
- Financial processes and procedures

Activity 16 EEI:

Service area shall designate members to participate in work groups/forums to address upcoming Essential Elements of Information guidance.

Activity 17 MOCC:

Service area should designate members to participate in Iowa HHS's work groups/forums to research and identify a workable Medical Operations Coordination Center configuration within the service area and the State.

Activity 18 Tabletop Exercise:

Service area shall conduct a tabletop exercise which tests a minimum of one of the service area's top five items on the service area's PHEP HVA. TTX may be conducted in conjunction with HCC or may be independent.

EMS Project Work Plan

Activity 19 Implement Remedy:

Each county shall remedy a gap item identified in prior year utilizing Agency's provided template.

- required stakeholder roles participate.

Activity 22 Action-Mitigation Plan/ Successes & Challenges:

From the results of the assessment in Activity 16, each county must create an action plan to mitigate a minimum of one gap/deficiency identified within the assessment for correction in the following contract year. Additionally, each county within the service area will document the challenges and successes of the assessment/mitigation planning process.

CRI Project Work PlanActivity 20 Assessment Tool:

Each county within the service area will complete a county-wide assessment of EMS capabilities utilizing tool provided by the Agency. Assessment Tool must have a sign-off date that falls within the fiscal year.

Activity 21 Public Meeting or Alternative Approval Process:

Results of the assessment must be shared with local stakeholders. Stakeholders shall vary depending on the system standard that was selected to be addressed within the System Standards Goal Action Plan (Action Plan). At least one stakeholder, from each role listed in the Action Plan, must participate in this activity. All stakeholders listed in the Action Plan must sign the document.

The method of sharing the assessment may occur in one of following methods:

- Assessment/Action Plan may be discussed in a public meeting, with required stakeholders, to be documented via meeting minutes and a sign-in sheet. Input from this meeting shall be incorporated into the action mitigation plan.
- Assessment/Action Plan may be routed for approval signature of the required stakeholders using the template provided within the Action Plan.
- A combination of the above methods may be utilized as long as all the r

Activity 23 Federal Data:

If requested by our federal partners, Contractor must input required data into a designated federal data collection system.

Activity 24 Drills:

Must conduct the following drills:

- Facility Set Up Drill - the facility setup drill provides information on operational ability to stand up a site with the necessary materiel, layout, and supplies for timely distribution and dispensing.
- Staff Notification and Assembly Drill - the staff notification and assembly drill provides information on operational functions specific to staff notification and assembly procedures for various facilities, including emergency operations center (EOCs), receipt, stage, store facility (RSSs), regional distribution site (RDSs), local distribution site (LDSs), and PODS. The drill measures the accuracy of staff rosters, timeliness of staff confirmation to the notification, and staff ability to report for duty within a designated time frame. Communication methods and processes also are measured. Must complete once annually for any of the facilities mentioned.
- Site Activation Drill - the site activation drill provides information on operational functions for procedures to open and activate various types of distribution and dispensing facilities. The drill measures the accuracy of site rosters, timeliness of site confirmation to the notification, and site function within a designated time frame. Communication methods and processes also are measured. The drill information should be completed for each site notified.

Activity 25 Action Plan:

Must develop and complete the Medical Countermeasures (MCM) Action Plan and submit to the Agency quarterly.

Activity 26 Annual Exercise:

Complete an exercise of a top threat identified in the service area’s HVA. The threat must be different than the threat exercised under PHEP Activity 18. Exercise shall incorporate access and functional needs (AFN) partners. The exercise must incorporate at least one AFN partner in a drill, a tabletop, a functional, a full-scale exercise, or during an incident or public health event in which the AFN partner participates. Scenario must include Medical Countermeasures.

1.3.2 Contractor’s Personnel for Project Implementation. The Contractor shall maintain an accurate listing of staff specified and accountable for project implementation, meeting all minimum staffing requirements such as education and experience, 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 and updates to the plan is required. 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 | Report Type | Date Due |
|-------------------------------|-----------------------------|---|
| Subcontracts- draft, unsigned | Type: Subcontract Documents | Submit for Agency approval prior to obtaining signatures. |

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| FFATA Report | Type: FFATA Report | August 15, 2024 |
| <p>Updated:</p> <ul style="list-style-type: none"> • Fiscal policies • Organizational documents • Meeting Schedules • Membership List • 5-Year Exercise Plan • 3-Year Training Plan | Type: Monitoring | Within 30 Days of Iowa HHS Signing the Agreement |
| Prior Year NIMS Certificates and NIMSCAST Tool | Uploaded to the Health Alert Network (HAN) | September 30, 2024 |

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|---|---------------------|--|
| <p>Progress Report (also includes):</p> <ul style="list-style-type: none"> • emPOWER • SVI • Meeting Minutes • Information Sharing Platform List • Redundant Communication Drill • Progress against all WP activities | Type: Semi Annual | December 15, 2024 and June 30, 2025 |
| CRI Only: Medical Countermeasures (MCM) Action Plan | Type: Board Meeting | September 1, 2024 December 1, 2024 March 1, 2025 June 1, 2025 |
| CRI Annual Reports | Type: Board Meeting | June 30, 2025 |
| Peds Response Annex | Type: Board Meeting | December 15, 2024 |
| Updated POD Standards Worksheet | Type: Board Meeting | December 31, 2024 |

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| EMS County: System Standards Self Assessment | Type: Board Meeting | January 1, 2025 |
| EMS County: System Standards Goal Action Plan (with signatures or accompanying meeting minutes) | Type: Board Meeting | February 1, 2025 |
| EMS County: System Standards Gap Resolution Summary (of prior year gap) | Type: Board Meeting | May 1, 2025 |
| NIMS Attestation/Annual Plan Submission: <ul style="list-style-type: none"> • Inventory Management Protocol • AAR Functional Peds Exercise\ • Updated Response Plan • NIMS Attestation • HVA • Primary and Backup Receiving Site Locations | Type: Final | June 30, 2025 |
| Expenditure Pre Approval Requests | Type: General Preparedness Expense Request | As needed, but no later than June 15, 2025 |
| Equipment Purchased | Type: Subrecipient Assets | As Needed |
| Other Reports as Requested by Agency | TBD | TBD |

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. **Performance Measure Description.** The Contractor will complete mid-year and final progress reports documenting progress on activities achieved within each of the preceding six-month period. The progress reports must show progressive

achievement towards fulfilling goals, objectives and activities for the project within the entire Healthcare Coalition. Reports must be submitted by the due dates.

- B. **Due date.** December 15, 2024 and June 30, 2025
- C. **Data to be used for the Measure.** The Contractor shall submit any documentation required for the performance measure into the appropriate Component of the Grant Tracking Site within IowaGrants.gov.
- D. **Monetary Incentive or Disincentive.** The Agency will withhold ten (10) percent of the total amount claimed from each monthly reimbursement claim for the six-month period preceding the due date of each progress report.

Measure #1 for mid-year report covering first six months of the Contract Period: As determined by the Agency, if the Contractor demonstrates progressive achievement of the work plan activities in the Progress Report, the Agency will release the entire ten (10) percent of funds withheld from the previous six months of claims. If the Contractor fails to demonstrate progressive achievement of the required activities in the Progress Report or fails to submit the report by due date, the Agency will retain the entire 10% withheld from the prior six months of claims and this amount will not be released back to the Contractor.

Measure #2 for final progress report covering the final six months of the Contract Period: As determined by the Agency, if the Contractor demonstrates progressive achievement of the work plan activities in the Progress Report, the Agency will release the entire ten (10) percent of funds withheld from the previous six months of claims. If the Contractor fails to demonstrate progressive achievement of the required activities in the Progress Report or fails to submit the report by due date, the Agency will retain the entire 10% withheld from the prior six months of claims and this amount will not be released back to the Contractor.

- E. **Agency Monitoring of Performance Measure.** Reimbursement of expenses under the contract will be based upon successful performance in meeting the requirements and deliverables outlined in section 1.6.2. All deliverables must meet Agency approval prior to payment of the reimbursement. Failure to provide deliverables meeting Agency satisfaction will result in non-payment of corresponding deliverable.

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 Contractor's completion of the Scope of Work as set forth in this contract, the Contractor will be compensated an amount not to exceed \$YYY 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 | FY2024-25 | \$YYY |

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

PHEP Budget

| Direct Cost Category | Budget | Match |
|-----------------------------|---------------|--------------|
| Salary and Fringe | \$ZZZ | |
| Equipment | \$ZZZ | |
| Subcontract | \$ZZZ | |
| Other | \$ZZZ | |
| Direct Cost Subtotal | \$ZZZ | |
| Administrative Cost | \$ZZZ | |
| TOTAL: | \$ZZZ | \$ZZ |

EMS Budget

| Direct Cost Category | Budget | Match |
|-----------------------------|---------------|--------------|
| Salary and Fringe | \$ZZZ | |

| | | |
|-----------------------------|--------------|-------------|
| Equipment | \$ZZZ | |
| Subcontract | \$ZZZ | |
| Other | \$ZZZ | |
| Direct Cost Subtotal | \$ZZZ | |
| Administrative Cost | \$ZZZ | |
| TOTAL: | \$ZZZ | \$ZZ |

CRI Budget

| Direct Cost Category | Budget | Match |
|-----------------------------|---------------|--------------|
| Salary and Fringe | \$ZZZ | |
| Equipment | \$ZZZ | |
| Subcontract | \$ZZZ | |
| Other | \$ZZZ | |
| Direct Cost Subtotal | \$ZZZ | |
| Administrative Cost | \$ZZZ | |

| | | |
|---------------|--------------|-------------|
| TOTAL: | \$ZZZ | \$ZZ |
|---------------|--------------|-------------|

1.6.2 Payment Methodology/Reimbursement for Services (Budgets).

In accordance with the payment terms outlined in this section and the Contractor's 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. Administrative Costs are capped at (limited to) 15% of the direct costs proposed in the budget.
- D. 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.

All requests for budget revisions must be submitted to the Agency no later than June 1, 2025.

1.6.2.3 Match. The Agency will reimburse the Contractor for expenditures at a rate not to exceed the percentage that the contract amount represents of the total budget (excluding soft match).

PHEP-CRI Match Guidance:

1. Ten (10) percent match is required by the successful applicant for all PHEP funds awarded through this Agreement.
 - The match can be met with in-kind or local funds from the service area members. Federal funds cannot be used as match.
 - Costs used to satisfy match are subject to the same policies governing non-match costs.
 - Match goals must be met by the end of the contract period.
2. Funding used for match must be provided on projects or activities associated with approved PHEP-CRI activities.
3. Agency will withhold ten (10) percent of each month's claim pending the Contractor's meeting of the required match for reported contract expenditures. Funds will be released as match requirements are met.

EMS Match Guidance:

Funds used for purchase of equipment require a 1:1 match of regional, county, or local funds. Equipment is defined as any item with a cost or value of \$5,000 or more and with an anticipated useful life of one year or more. Applicants that budget for equipment items will be required to reflect this match in the application forms, refer to sections 2 and 3. Because this will vary by applicant, the minimum match for this funding is not designated in the table below.

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 IowaGrants 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 with a value of \$2,000 or greater 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. 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 |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | \$1 Million |
| Workers' Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |

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. The Contractor shall comply with the following:

1.11.1 Purchase Pre-approval Authorization. Approval of an application budget proposal and work plan does not meet Agency’s pre-approval requirement. Prior to purchasing any item over \$500, the Contractor shall submit a pre-approval request. Contractor shall utilize the General Preparedness Expense Request report within IowaGrants, and attach any necessary documentation. Reimbursement may not occur for any such purchase that occurs in the absence of Agency’s pre-approval. The STB training registry and the signed STB Template must be attached to any STB-related

pre-approval expenditure request. No pre-approval request will be honored if received after June 15, 2025.

1.11.2 Conflict of Interest. All funding utilized for personnel pursuant to this contract shall not engage in any outside employment or activity which is in conflict with that person's duties and responsibilities pursuant to this agreement or any resulting subcontracts, including but not limited to the following:

- a. Such personnel shall not engage in any outside employment or activity which involves the use of the State's time, facilities, equipment, or supplies. Such personnel shall not use the State's badge, business card, or other evidence of office or employment to give the person or a member of the person's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public.
- b. Such personnel shall not engage in any outside employment or activity which involves the receipt of, promise of, or acceptance of money or other consideration by the person, or a member of the person's immediate family, from anyone other than the State for the performance of any act that the person would be required or expected to perform as a part of the person's regular duties under this contract or any resulting subcontracts or during the hours during which the person performs service or work for the state.
- c. Such personnel shall not engage in any outside employment or activity which is subject to the official control, inspection, review, audit, or enforcement authority of the person, during the performance of the person's duties.

1.11.3 Unable to Produce Documentation. Compliance visits will be conducted each year. The compliance visits will confirm completion of all items that the Contractor reported as completed in the prior year. If Contractor cannot produce documentation confirming completion of contractual requirements, Contractor shall refund to the Agency the entire ten (10) percent Performance Measure amount received from prior year. Contractor will be given thirty (30) days to submit a corrective action plan to the Agency to ensure that the deficiency is not repeated. The Agency shall withhold an additional twenty-five (25) percent from each claim until a corrective action plan is received and approved by the Agency.

1.11.4 NIMS Compliance. All recipients of PHEP-CRI funds must be National Incident Management System (NIMS) compliant. These federal funds may not be shared with service area members that are not NIMS compliant. Any funds shared with non-NIMS compliant members shall be refunded to the Agency. NIMS Compliance for purposes of this program shall be defined as:

- a. Submission of a training record of all eight General and Command Staff roles completed for the primary, secondary and tertiary levels. The same person may not be listed on more than one level for the same role. Each person listed in a role must successfully complete the following classes:
 - i. ICS-100: An Introduction to the Incident Command System
 - ii. ICS 200, Basic Incident Command System
 - iii. IS-700, An Introduction to the National Incident Management System
 - iv. Additionally, persons filling the Public Information Officer (PIO) role must complete the appropriate PIO training as defined by the Agency.
 - Certificates of completion must be gathered for each person filing a role.
 - Training Record must be up to date and reflect persons currently available to fill their assigned role.

- Training Record must be reviewed and signed off annually.
- b. Submission of a completed NIMSCAST tool. Tool must be reviewed and signed off annually.

1.11.5 Anti-Sex Trafficking. Contractor must abide by the following conditions:

- By accepting this award, the Contractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.”
- The following definitions apply for purposes of the above provisions:
 - i. “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.
 - ii. “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.
 - iii. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Agency.

1.11.6 Non-supplanting. Federal funds may be used to supplement, but may not be used to supplant existing funding. “Supplement” means to “build upon” or “add to”; “supplant” means to “replace” or “take the place of.” Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.

1.11.7 Funding Limitation. Only participating countywide EMS associations and local public health agencies shall receive funding under this agreement. Contractor shall annually determine all participating members and communicate said participation list to the Agency. All participating members shall be responsible for completion of all of their respective contract deliverables (EMS, PHEP or CRI). The Contractor shall ensure that no non-participating members receive funding under this Agreement. Group purchases of any goods utilizing contractual funds shall be provided to participating members only. Training provided using these funds shall be limited to participating members, unless said training has no-incremental costs for non-members. Costs for Continuing Education Units will be funded only for participating members.

1.11.8 Cost Guidance. Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable:

- a. Be necessary and reasonable for the performance of the contract.
- b. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- c. Be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.

1.11.9 Meeting Attendance. Contractor is required to assure the attendance of the required attendee(s) at the following meetings:

| Meeting | Attendee(s) | Date |
|--|---|----------------------------------|
| Bi-Annual Technical Assistance Meeting | Fiscal Agent, Readiness & Response Coordinator Optional: executive committee or other core member(s) | Fall Spring |
| Grant Coordinator & Readiness and Response Coordinator Meeting | Readiness and Response Coordinator Optional: Fiscal staff | Monthly |
| Annual Fiscal Agent Meeting | Fiscal Agent(s) Optional: Readiness and Response Coordinator | August 2024 |
| Compliance Review/Site Visit | Project Director, Readiness & Response Coordinator, and Fiscal Officer | Between August 2024 and May 2025 |

| | |
|--|---|
| <p>Contractor subject to Iowa Code Chapter 8F? No, this contract is NOT subject to Iowa Code chapter 8F</p> | |
| <p>Federal Subrecipient Reporting and FFATA Reporting:</p> | |
| <p>Federal Subrecipient Reporting required? YES</p> | <p>Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor? YES, the Contractor must complete the required reporting data and submit it within the Progress Reports Component of the IowaGrants Grant Site.</p> |

SPECIAL CONTRACT ATTACHMENTS

The Special Contract Attachments in this section are a part of the Contract.

Appendix A: Fiscal Policy Guidance for Compliance Visits

1. The Agency provides contractual payments to the Fiscal Agent based on a report of actual expenditures by the Fiscal Agent in accordance with Iowa Code 8A.514.
2. If the Agency or any state or federal agency determines that the Fiscal Agent has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Fiscal Agent shall repay those funds within thirty (30) business days of receiving written notice from the Agency. The Agency may additionally withhold any payment under this contract if the Fiscal Agent fails to repay those funds by the established deadline. The Fiscal Agent's obligation to repay funds survives the termination of this contract.
3. Cash contributions made by the Fiscal Agent and third party in-kind (property or service) contributions/match shall be verifiable from the Fiscal Agent's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.
4. The Agency at any time may request a copy of the support documentation of expenditures paid by the Fiscal Agent prior to approval of the Fiscal Agent claim.
5. The Agency, in the absence of requested support documentation, shall deny reimbursement of the expense.
6. The Fiscal Agent shall maintain accurate, current, and complete records of the financial activity of this contract (revenue and expenditures), including records which adequately identify the source and application of funds.
7. The Fiscal Agent shall maintain accounting records supported by source documentation including but not limited to canceled checks, paid bills, payrolls, time and attendance records, and contract award documents.
8. The Fiscal Agent, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be included in the financial reports filed with the Agency.
9. The Fiscal Agent shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring (including all financial activity) and evaluating their program.
10. The Fiscal Agent shall retain all accounting and financial records, programmatic records, supporting documents, statistical records and other records reasonably considered as pertinent to the contract, for a period of five (5) years from the day the Fiscal Agent submits its final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Client records which are non-medical must be maintained for a period of five (5) years.
11. The Fiscal Agent must maintain the confidentiality of all records of the project in accordance with state and federal laws, rules, and regulations.
12. Changes in the services to be provided by the Fiscal Agent as outlined in the contract require prior written approval by the Agency. Discontinuation of any service may result in a decrease in the contract amount or termination of the contract.
13. The Fiscal Agent agrees that the Agency, Auditor of the State or any authorized representative of the State, and where Federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States Government, shall have access to, and the right to examine, audit, excerpt and transcribe any pertinent books, documents, paper, and records of the Fiscal Agent related to order, invoices, payments or other documentation pertaining to this contract.

14. The Agency reserves the sole right to monitor Fiscal Agent performance through site visits, reports, or other means deemed necessary by the Agency. The Fiscal Agent agrees that the Agency may conduct site visits to review contract compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The Fiscal Agent agrees to ensure the cooperation of the Fiscal Agent's employees, agents, and board members in such efforts and provide all requested information to the Agency in the manner determined by the Agency.
15. Following each site visit or review of requested information, the Agency may submit a written report to the Fiscal Agent which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested by the Agency. The Corrective Action Plan shall be submitted to the Agency for approval within the timelines outlined in the written report. The Fiscal Agent agrees to implement the plan after it is approved by the Agency. Failure to do so may result in suspension or termination of the contract.