

CONTRACT DECLARATIONS AND EXECUTION

Contract #: COACPVH251XX		Procurement type/#: RFP 58823001
CONTRACT INFORMATION		
Title of Contract: Special Supplemental Nutrition Program for Women, Infants and Children (WIC)		
Start Date: October 1, 2024	End Date of Base Term of Contract: September 30, 2025	End Date of Contract*: September 30, 2028
*Possible Extension(s): The Agency shall have the option to extend this Contract up to 3 additional one year extensions.		
CONTRACT FUNDING:		
Maximum Contract Amount: \$XXXX.00	Maximum Base Term Amount: \$XXXX.XX	ANNUAL funding amount by source: FEDERAL: \$XXXX.XX STATE: \$0 OTHER:\$0
IowaGrants.gov Registration and Access		
<p>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.</p>		

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

CONTRACTOR (hereafter "Contractor"):	
Contractor Legal Name and Principal Address (including DBA): Insert Contractor's legal name and address	Payment/Warrant Payment Mailing Address (if different from legal address): N/A or insert address and attention to

Last Four Digits of Contractor's Tax ID #: #####	
Organized under the laws of: Iowa	Type of Business: 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.	
Contractor's Contract Manager This individual is responsible for financial and administrative matters of this contract. Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number	Contractor's IowaGrants Grantee Contact Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number
Contractor's Program Manager (WIC Coordinator) Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number	Contractor's Billing/Claims Contact Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number

Agency of the State (hereafter "Agency"):	
Name/Principal Address of Agency: Iowa Department of Health and Human Services Lucas State Office Building, 321 East 12th Street Des Moines, IA 50319	This space is intentionally left blank.
Agency authorized officials.	
Agency Contract Owner Name: Juliann Van Liew E-Mail: Juliann.vanliew@hhs.iowa.gov	Agency Contract Manager Name: Bruce Brown E-Mail: Bruce.E.Brown@HHS.iowa.gov Phone: 515-240-2766
Agency Program Manager Name: Brandy Benedict E-Mail: Brandy.L.Benedict@hhs.iowa.gov Phone: 515-418-2683	This space is intentionally left blank.

Contract Execution
<p>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.</p>
<p>The parties hereto have executed this contract on the day and year last specified below.</p>

<p>For and on behalf of the Agency:</p> <p>By: _____ Juliann Van Liew Director Wellness & Preventative Health Division of Community Access Iowa Department of Health and Human Services Insert date (only required if not a digital signature): _____</p>	<p>For and on behalf of the Contractor:</p> <p>By: _____ Insert date (only required if not a digital signature): _____</p>
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SECTION 1: Special Terms

1.1 Special Terms Definitions.

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

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

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

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

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

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

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

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

1.2 Contract Purpose.

The purpose of this contract is to provide the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), which includes the Breastfeeding Peer Counseling program, at the community level. The Contractor will:

1. Effectively coordinate services for women, children, and families.
2. Provide quality WIC services with a sensitivity to and awareness of client satisfaction.
3. Commit to reach and serve the priority audiences in the Collaborative Service Area (CSA). This includes providing adequate location and accessibility of program space and service hours along with culturally and linguistically appropriate services.
4. Maximize access for the eligible population in the CSA through the co-location or integration of services with community partners whenever possible. In the areas where the Agency contracts with more than one agency to deliver services to women, children, and adolescents, those agencies must cooperate in the provision and integration of those services, including when services are co-located. Co-location of services is optimal as space allows. The Agency reserves the right to require written evidence of such cooperation of the affected agencies or other requested documentation. Costs incurred when agencies share space will be allocated between programs. Cost

allocation plans require Agency approval. The Agency will at its sole discretion determine if the Contractor is in compliance with this provision and integration of services.

5. Maintain the cost of operations within the limits of available funding and to meet program requirements while maximizing available resources.
6. Provide responsible management of resources and control systems to safeguard funds and resources.
7. Provide breastfeeding support to pregnant and breastfeeding WIC participants.
8. Maintain and advance integration of public health services.
9. Maintain and advance the delivery of essential services and core public health functions.
10. Build stronger relationships and actively reach out and communicate with community partners. Collaborate with other programs and partners to form referral networks and develop strategies to address participants' needs. Provide participant referrals and follow-up to help meet the additional needs of participants.
11. Actively work to strengthen capacity to address health inequities in Iowa.
12. Work to eliminate health disparities among communities of color and other population groups with low income or who have historically had less access, power and privilege related to their health needs.

The Contractors service area includes the following Iowa counties for the Collaborative Service Area:

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 August 31, 2025.
- B. Deliverables.** In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall provide WIC services in compliance with 7 CFR Part 246, 641 Iowa Administrative Code Chapter 73, and the WIC Program Policy and Procedure Manuals to complete the following deliverables and work:

1.3.1.1 WIC Services to be provided by the Contractor include, but are not limited to the following:

- 1.3.1.1.1. Maintain personnel requirements.

- 1.3.1.1.2. Participant eligibility determination and certification.
- 1.3.1.1.3. Nutrition education and counseling.
- 1.3.1.1.4. Breastfeeding promotion and support.
- 1.3.1.1.5. Breastfeeding Peer Counseling.
- 1.3.1.1.6. Breast pump issuance.
- 1.3.1.1.7. WIC supplemental food instrument distribution.
- 1.3.1.1.8. Farmers market food instrument distribution.
- 1.3.1.1.9. Referrals to other health and social service programs.
- 1.3.1.1.10. Effective activities to increase and maintain participation.
- 1.3.1.1.11. Outreach to other service providers.
- 1.3.1.1.12. Establish community partnerships to be responsive to community needs and enhance the effectiveness of the WIC Program and the WIC Breastfeeding Peer Counseling Program.
- 1.3.1.1.13. Participate/complete trainings and meetings as required by the Agency such as, but not limited to the following:

- Local agency personnel training - WIC staff must complete required trainings within the timelines outlined in the WIC Policy and Procedure Manual.

- WIC Breastfeeding Training - WIC staff must complete the appropriate level of the USDA WIC Breastfeeding Curriculum according to their position/role within timeframes determined by the Agency.

- VENA training.

- Contractors' Meetings.

- Iowa WIC Training.

1.3.1.1.12. The Contractor shall provide WIC services each month in every county of the defined Collaborative Service Area and provide services during the hours as documented in the WIC Service Delivery Table and WIC Service Delivery Calendar.

1.3.1.1.13. The Contractor shall implement the Core Services as outlined in the Agency approved plan and compliant with aforementioned Administrative Code and WIC Policies. If the Core Services must be modified, the Agency shall approve all revisions to the Core Services' plans prior to implementation.

1.3.1.1.14. The Contractor shall complete Outreach Strategies and a Nutrition Services Plan and Nutrition Services Evaluation and submit Year-End Progress Reports.

1.3.1.1.15. Contractor is expected to complete Outreach Strategies and the Nutrition Services Plan and Nutrition Services Evaluation outlined in the approved plans.

1.3.1.1.16. If the Outreach Strategies or Nutrition Services Plan and/or Nutrition Services Evaluation must be modified, the Agency shall approve all revisions prior to implementation.

1.3.1.2. The Contractor shall complete quality assurance activities which include, but are not limited to staff interactions with participants, food instrument issuance, data quality, and review of participant records.

1.3.1.3. The Contractor must submit information, documents or records as requested by the Department and within the timelines requested.

1.3.1.4. The Contractor must maintain personnel with specific qualifications or credentials to perform tasks required for certifying participants and providing program benefits. The personnel must meet minimum personnel requirements as outlined in the Iowa WIC Program Policy and Procedure Manual. Adequate licensed dietitian personnel must be available to meet high-risk participant needs.

1.3.1.5. The Contractor shall complete Educational Buys as outlined in the Iowa WIC Program Policy and Procedure Manual.

1.3.1.6. The Contractor is responsible to train local WIC Breastfeeding Peer Counselors, Peer Counseling Coordinators, and appropriate clinic staff using the WIC Breastfeeding Curriculum.

1.3.1.7. The Contractor shall abide by Breastfeeding Peer Counseling Program policies and procedures. The Contractor shall:

1.3.1.7.1. Hire and compensate Breastfeeding Peer Counselors.

1.3.1.7.2. Provide adequate supervision and monitoring of Breastfeeding Peer Counselors.

1.3.1.7.3. Establish community partnerships to enhance the effectiveness of the WIC Peer Counseling Program.

1.3.1.7.4. Provide ongoing training and continuing education for Breastfeeding Peer Counselors.

1.3.1.7.5. Provide timely access to the WIC Designated Breastfeeding Expert and other lactation experts for assistance with problems outside of the peer counselor scope of practice.

1.3.1.7.6. Assure the Breastfeeding Peer Counseling Coordinator conducts routine meetings that include an educational component with the Breastfeeding Peer Counselors at a minimum of nine times within the contract period.

1.3.1.7.7. Provide staff meetings for Breastfeeding Peer Counseling staff, and encourage staff attendance at relevant WIC agency staff meetings and breastfeeding in-services.

1.3.1.7.8. Assure Breastfeeding Peer Counseling Coordinator attendance at required meetings as scheduled (minimum of one meeting per year) with the state program manager.

1.3.1.7.9. Document Breastfeeding Peer Counseling services provided in the WIC data system.

1.3.1.8. The Contractor will complete participant appeal hearing procedures in compliance with Federal Regulations 641 Part 246, 641 Iowa Administrative Code Chapter 73, and the Iowa WIC Program Policy and Procedure Manuals.

1.3.1.9. The Contractor will link with the local board of health (LBOH) when providing services supported by Agency funding. In particular, WIC Contractors are expected to assist the LBOH in carrying out the three core functions of public health (1. assessment, 2. policy development, and 3. assurance) as defined in 641 IAC 77.3 (137). Examples of linking with the LBOH include, but are not limited to:

1.3.1.9.1. Provide WIC data and provide assistance to the LBOH for the purposes of assessing and analyzing the health status of the community. All shared data shall comply with the IDPH Disclosure of Confidential Public Health Information, Records, or Data Policy found at <https://hhs.iowa.gov/initiatives/data-requests>.

1.3.1.9.2. Submit reports to the LBOH on the effectiveness, accessibility, and quality of WIC services provided and how health equity is being maintained.

1.3.1.9.3. Include the LBOH in establishing policies and plans associated with the WIC services provided. This can be accomplished by establishing a liaison between the Contractor and the LBOH or by attending regular meetings of the LBOH.

1.3.1.9.4. Educate the LBOH about the WIC services provided and work with the LBOH to identify target populations in need of the services provided to ensure health equity is being maintained.

1.3.1.9.5. Involvement in the Community Health Assessment Community Health Improvement Plan (CHA CHIP) process.

1.3.1.9.6. Provide the LBOH expert input on WIC services provided and how those services relate to the health priorities of the community and the health improvement plans to address those priorities.

1.3.1.9.7. Upload/provide the report on collaboration with the LBOH through the WIC Year-End Progress Report.

1.3.1.10 The Contractor and their subcontractors shall comply with USDA and Agency policies and procedures to protect client confidentiality and assure security of the client information, including electronic files. Data provided must comply with IDPH confidentiality standards. All data sharing, with the exception of providing data back to the Agency, shall comply with the IDPH Disclosure of Confidential Public Health Information, Records, or

Data Policy found at <https://hhs.iowa.gov/initiatives/data-requests>. Required data security standards must be followed. For information on required security standards, go to the Office of the Chief Information Officer (OCIO) website at <https://ocio.iowa.gov/standards>. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not apply to or require compliance by the Iowa WIC Program.

1.3.1.11. The Contractor is responsible for providing their own data system equipment including laptops, desktops, monitors, printers/scanners, signature pads, and card readers.

1.3.1.11.1. Contractors are required to provide local agency computer support and maintenance of local hardware and operating software, including operating, application, and security software. This includes providing patches and updates whenever they are made available to computers and software, including operating, application, and security software, and troubleshooting all local issues.

1.3.1.11.2. Contractors must ensure all equipment is functioning properly.

1.3.1.11.3. Agency approved security software is required for all data system equipment running the WIC data system suite of applications. For information on approved security software, go to the Office of the Chief Information Officer (OCIO) website at <https://ocio.iowa.gov/standards>.

1.3.1.11.4. Data system equipment and software, including operating, application, and security software, will be subject to security audits by the State.

1.3.1.11.5. Strong passwords shall be used with all computers/devices running the WIC data system application.

1.3.1.11.6. Contractor shall notify the Agency of the loss or theft of computers/devices within 24 hours of the discovery of the loss or theft. Computers/devices supplied by a local agency, or other 3rd party entity, shall be wiped using a DoD approved process when no longer used with the Focus application.

1.3.1.11.7. Contractor must maintain verification of compliance with OCIO standards of software (operating, application, and security) and security updates. Verification shall be presented to the Agency if requested.

1.3.1.11.8. The Agency reserves the right to remove computers/devices that are not secure from the WIC Data System application without notice. Tampering with security settings is prohibited.

1.3.1.12. Contractor is responsible for providing their own connectivity and ensuring all clinics are connected to the internet and maintain high-speed Internet access to meet the eWIC online system and WIC Data System requirements.

1.3.1.13. Contractors must use the two factor authentication to access the WIC Data System.

1.3.1.14. The Contractor shall ensure all staff using the WIC Data System application complete the state sponsored security awareness training annually.

1.3.1.15. The Contractor shall use the Agency required WIC data system application, appointment reminder service, and any other Agency required services or systems.

1.3.1.16. The Contractor shall receive Agency approval prior to implementing any technology service or system for WIC use.

1.3.1.17. The Contractor shall ensure all local agency staff and all subcontractors and contracted staff must have a business email address. Personal email addresses shall not be used.

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	Form Frequency/Type	Date Due
FFATA Report	Type: FFATA Report	October 15, 2024
Subcontracts- draft, unsigned	Type: Subcontract Documents	30 days prior to the anticipated subcontract start date
WIC Year-End Progress Report	Annual	October 15, 2025
WIC Quarterly Interest and Breast Pump Report	Quarterly	45 days after the end of the quarter
Performance Measure Documentation Report	Performance Measure	August 29, 2025

1.3.4 Site Visit Reviews (may be in person or virtual). The Agency **has** elected 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.

World Breastfeeding Week Community Partner Event

- A. Performance Measure Description: The contractor shall plan, coordinate, and host at least one event within the Contractor’s CSA during World Breastfeeding Week, August 1 – 7, 2025, that includes a minimum of two community partners. Partners may include, but not be limited to hospitals, healthcare providers, doulas, child care providers,

schools, home visiting programs, maternal and child health programs, etc. Partners will work collaboratively with WIC to plan event activities focused on breastfeeding, and participate in and/or facilitate the events that are planned within the community.

Contractors will: 1) plan and conduct a minimum of one breastfeeding event focused on the WIC population, and 2) demonstrate inclusion of community partners in planning event activities and conducting the event.

- B. Due Date: August 29, 2025
- C. Documentation to be used for the measure: By August 29, 2025, contractors will provide documentation in the form of memos, email, reports, and/or meeting minutes/notes that:
 - 1) describes in detail the community event(s) conducted and their location,
 - 2) demonstrates inclusion of community partners in event planning prior to August 1, 2025,
 - 3) describes the community partnerships participation in the event(s), and
 - 4) includes a success story about the event.

Completion of the performance measure activities will be reported on the Performance Measure Documentation Report in the progress reports component of the grant site within IowaGrants.gov by August 29, 2025.

- D. Evaluation and Incentive: The Contractor shall submit a Performance Measure Documentation Report. If the Contractor successfully completes a minimum of one event that includes at least two community partners, provides adequate documentation as outlined above through the Performance Measure Documentation Report by August 29, 2025 and is approved by the Agency, the Agency will award an additional \$2,000 to the contract amount.

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 \$##### 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 3 (Base term)	FFY24, October 1, 2024 – September 30, 2025	\$XXXX.XX

*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 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) 10% of the direct costs proposed in the budget.
- D. If travel is allowed, the reimbursement of travel expenses are capped at the limits established by the Iowa Department of Administrative Services.
- E. This Contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The following conditions shall apply to an incentive compensation:
 - 1. The award amount listed within the IowaGrants Grant Tracking Site (budget form and award amount) may be higher than the total amount listed in the annual Anticipated Funding Amount column of the Payment Table in section 1.6.2 or higher than the cumulative contract budget, including the final year of the base contract term.
 - 2. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - 3. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.

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.

1.6.3 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.

1.6.4.5 Breastfeeding and Nutrition Education Expense Guidelines. The Contractor agrees to expend a minimum of 20 percent of total WIC funds on nutrition education, including a minimum of 3 percent of WIC funds spent for

breastfeeding promotion. No more than 97 percent of the grant funds will be paid for expenditures other than breastfeeding promotion and no more than 80 percent of the budget will be paid for expenditures other than nutrition education and breastfeeding promotion.

1.6.4.6 Program Incentives. Program incentive items cannot be more than \$5.00 per item. Purchases of program incentives require State Office approval prior to purchase. The purchase approval must be documented in the correspondence section of IowaGrants.gov.

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. Subcontracts shall comply with WIC Policy "Subcontracts" and the Department of Health and Human Services General Terms and Contingent Terms and shall contain language that is compliant with the Iowa Agency of Public Health General Conditions, Assurance of Civil Rights Compliance language, and the Confidentiality Clause. Subcontractors are prohibited from further subcontracting and are not allowed to purchase equipment.

1.7.5 Code of Federal Regulations. The Contractor agrees to comply with the provisions in accordance with the Code of Federal Regulations 7 CFR 246.6 Subpart B including:

- a. Complies with all the fiscal and operational requirements prescribed by the Agency pursuant to this part, 7 CFR part 3016, the department and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions, and provides on a timely basis to the Agency all required information regarding fiscal and Program information;
- b. Has competent professional authorities on staff to perform the certification procedures and attesting to the applicant's eligibility for WIC services. Informs participants of the health services which are available and makes available appropriate health services to participants;
- c. Has a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through a referral;
- d. Prohibits smoking in the space used to carry out the Iowa WIC Program during the time any aspect of WIC services are performed;
- e. Provides nutrition education services to participants, in compliance with Sec. 246.11 and USDA Food and Nutrition Services (FNS) guidelines and instructions;
- f. Implements a food delivery system prescribed by the Agency pursuant to Sec. 246.12 and approved by USDA FNS;
- g. Maintains complete, accurate, documented and current accounting of all WIC program funds received and expended and makes these records available for Agency and USDA FNS review and audit;
- h. Maintains on file and has available for review and audit all required documents; and
- i. Does not discriminate against persons on the grounds of race, color, national origin, age, sex or handicap; and compiles data, maintains records and submits reports as required to permit effective enforcement of the nondiscrimination laws.

1.7.6 Staffing. Adequate licensed dietitian personnel must be available to meet high-risk participant needs and to maintain the nutrition integrity of the program Per policy, participants who are high-risk must be scheduled for at least one individual education contact by a licensed dietitian during a certification period and must have a nutrition care plan. If the licensed dietitian certified the high- risk participant and writes the nutrition care plan, the dietitian should determine the appropriate level of services for the second education contact (licensed dietitian or another Competent Professional Authority).

1.7.7 Immunizations. Any Contractor providing public immunizations shall follow the Immunization Registry Information System (IRIS) protocol and the IRIS Security and Confidentiality Policy found at

<https://hhs.iowa.gov/public-health/immunization/immunization-registry-information-system-iris>

1.7.8 Early ACCESS. The Contractor shall participate in the local implementation of Early ACCESS, (U.S. Department of Education, Individuals with Disabilities Education Act, amendments of July 1997, P.L. 105-17, Part C, Early Intervention Program for Infants and Toddlers with Disabilities and Iowa Administrative Rules for Early ACCESS Integrated System of Early Intervention Services) to all infants or toddlers under the age of three years who have a condition or disability that is known to have a high probability of later delays if early intervention services were not provided, OR if a child is already experiencing a 25 percent delay in one or more areas of development.

1.7.9 Required training. A representative(s) of the Contractor as approved by the Agency must attend required meetings and trainings as scheduled by the Agency. These

meetings and trainings include, but are not limited to the following: WIC Contractors' Meetings and the Iowa WIC Training. The Contractor must complete trainings and meetings as required by policy and as scheduled by the Agency. Failure to attend/complete meetings and trainings may require corrective action as determined by the Agency.

1.8.0 Bloodborne Pathogens. Any Contractor having employees at risk of exposure to bloodborne pathogens shall comply with the bloodborne pathogen standards published December 6, 1991, in the Federal Register by the United States Occupational Safety and Health Administration (OSHA) and any publications thereafter. The Contractor is responsible for assuring compliance with all applicable OSHA requirements. Any Contractor conducting laboratory testing in the provision of services under this contract shall be certified and in substantial compliance with the Clinical Laboratory Improvement Amendments of 1988 and subsequent amendments as required by the Centers for Medicaid and Medicare (CMS).

1.8.1 Contract not awarded. In the event that a contract is not awarded for the next contract period, the Agency will notify the Contractor at least 30 days prior to the termination date of the contract. At that time, arrangements will be made for the Contractor to meet with Agency personnel and the new awardees to develop and agree to a plan for the contract transition/termination. This plan will include, but is not limited to, transfer of state-owned equipment (as described in the General Conditions of this contract), client records, and other materials as deemed essential to the completion of this contract.

1.8.2 Changes to Agency Developed Materials. Changes to Agency developed-materials must be pre-approved by the Agency.

1.8.3 Contractor Developed Materials. The Agency reserves the right to approve Contractor-developed materials. This includes, but is not limited to printed materials, videos, and social media posts.

1.8.4 Surveys. The Contractor shall respond to surveys and conduct data collection activities administered by the Agency or the USDA.

1.8.5 Quality Improvement. The Contractor shall participate in any Quality Improvement projects requested by the Agency or participate in any Agency-led Quality Improvement Projects as requested.

1.8.6 Outreach. The Contractor shall participate in any outreach projects requested by the Agency or participate in any Agency-led outreach projects as requested. This includes complying with any Agency-led branding requirements.

1.8.7 Health Equity. The Contractor shall participate in any Agency-led health equity activities as requested.

1.8.8 User Acceptance Testing. The Contractor shall participate in any Agency-led User Acceptance Testing (UAT) when requested.

1.8.9 Financial Audit. The Contractor shall submit a financial audit to the Agency Auditor no later than nine months after the Contractor's fiscal year end. To be submitted with the audit is a copy of the separate letter to management addressing non-material findings, if provided by the auditor.

1.9.0 Change of Staff. The Contractor shall provide written notification for new hire or change of staff within 10 days of hire.

1.9.1 Non Discrimination Statement. The Contractor shall use the USDA non-discrimination statement as described in the WIC Policy and Procedure Manual.

1.9.2 Civil Rights Compliance. The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title

II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from FNS through the Agency; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement. By providing this assurance, the Contractor agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Agency personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Agency shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Agency. The person or persons whose signatures appear on the contract cover sheet are authorized to sign this assurance on the behalf of the Contractor. 23. The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and 19 | Page the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

1.9.3 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any

assistance necessary to the Agency in the investigation of any security incidents and breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State policies as well as Agency policies and procedures.

1.9.4 Vehicle Transfer. In the event a vehicle is transferred to the Contractor, the General Terms for Service Contracts effective August 1, 2023 as posted to the Agency's website at <https://hhs.iowa.gov/contract-terms> is not applicable to vehicles purchased with contract funds. With respect to the Contractor's receipt of a transferred vehicle purchased with Agency funds, the following shall apply:

1. The vehicle(s) may be used for the purpose of WIC business.
2. The Contractor shall obtain and retain title to any vehicle(s) transferred to the Contractor until the termination of the contract, or for the life of the vehicle.
3. The contractor agrees to purchase all insurance, fees, title, and registration, as required by the state of Iowa for the life of the vehicle.
4. The Contractor agrees that its indemnification obligations pursuant to section 21 of the General Conditions include the duty to indemnify and hold harmless the state of Iowa, the Agency, and its officers, employees, agents, and volunteers from any liabilities, damages, settlements, judgments, costs, and expenses related to or arising out of any claims for damages to person or property or life arising out of the use of any vehicle purchased pursuant to this section. If the WIC contract is terminated, the contractor will transfer title of the vehicle to the Contractor that assumes WIC service in that particular area.

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.

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
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law

1.9 Data Sharing.

1.9.1 Data Sharing Terms:

a. **Justification.** To facilitate the work of this contract, the Agency may release aggregate counts (and rates, percentages based on aggregate counts) and reports that contain aggregate counts to the Contractor. These reports and data may include small count sizes of n=5 or fewer. The Contractor may use these small count sizes for the sole purpose of performing the work and services described within this contract and, in compliance with the IDPH Disclosure of Confidential Public Health Information, Records, or Data Policy, shall not re-release small counts of n=5 or fewer outside of their agency.

b. **Legal Authority.** Records and data regarding participants, applicants, and vendor information for the Iowa WIC program are confidential (Iowa Code Section 22.7(2), 641 IAC 73.25(135), 7 CFR 246). The Agency may disclose WIC Program data to the User as persons directly connected with the administration of the WIC Program determined by the Agency to have a need to know the information for WIC Program purposes (7 CFR 246.26 (d)(1)(ii)).

c. **Data Sharing Appendix.** Refer to **Appendix A** in Special Contract Attachments for the following details:

- The variables to be shared
- The geographic region for which the data can be shared
- The date range of data to be shared

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>Contractor subject to Iowa Code Chapter 8F?</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>
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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

Federal Subrecipient Reporting and FFATA Reporting:

<p>Federal Subrecipient Reporting required?</p> <p>YES</p>	<p>Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor?</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>
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SPECIAL CONTRACT ATTACHMENTS

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

Appendix A:

Dataset: [Iowa WIC Program Participant Data](#)

Date Range: [All date ranges that correspond to current or former IDPH or Iowa HHS contracts](#)

Geographic Area: [Counties served by this Contractor](#)

Variables listed below: [The Agency may release aggregate counts \(including small count sizes of five or fewer\) and reports containing aggregate counts \(including small count sizes of five or fewer\), on an ad hoc basis as needed to implement the work of this contract. This includes, but is not limited to, breastfeeding counts by hospital.](#)