

CONTRACT DECLARATIONS AND EXECUTION

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| Contract #: BEHESPP25### | | Procurement type/#: RFP |
| CONTRACT INFORMATION | | |
| Title of Contract: Recovery Community Centers (RCC) | | |
| 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 three additional one year extensions. | | |
| CONTRACT FUNDING: | | |
| Maximum Contract Amount: \$250,000 | Maximum Base Term Amount: \$250,000 | ANNUAL funding amount by source: FEDERAL: \$250,000 STATE: \$0 OTHER:\$0 |
| 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"): | |
| 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: Non-profit |

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.

| | |
|---|---|
| <p>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</p> | <p>Contractor's IowaGrants Grantee Contact Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number</p> |
| <p>Contractor's Program Manager Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number</p> | <p>Contractor's Billing/Claims Contact Name: Insert Name Title: Insert title E-Mail: Insert Email Address Phone: Insert phone number</p> |

| Agency of the State (hereafter "Agency"): | |
|---|--|
| <p>Name/Principal Address of Agency: Iowa Department of Health and Human Services Lucas State Office Building, 321 East 12th Street Des Moines, IA 50319</p> | <p>This space is intentionally left blank.</p> |
| Agency authorized officials. | |
| <p>Agency Contract Owner Name: DeAnn Decker E-Mail: deann.decker@idph.iowa.gov</p> | <p>Agency Contract Manager Name: Margaret Rottinghaus E-Mail: Margaret.rottinghaus@idph.iowa.gov Phone: 515-823-9830</p> |
| <p>Agency Program Manager Name: Mistie Parrish E-Mail: Mistie.parrish@idph.iowa.gov Phone: 515-587-5746</p> | <p>This space is intentionally left blank.</p> |

| 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: _____ DeAnn Decker, Director, Bureau of Services, Planning and Performance, Iowa HHS</p> | <p>For and on behalf of the Contractor:</p> <p>By: _____ Insert date (only required if not a digital signature): _____</p> |

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.

This program promotes health equity through building the capacity of community services programs (Department of Corrections, health systems, etc.) to increase services and expand access to care for individuals with substance use disorders. Recovery Community Centers (RCC) primary function is to provide peer-based recovery support services to individuals identifying as in active recovery. The RCC will also carry out recovery-focused community education and outreach programs.

1.3 Scope of Work.

1.3.1 Contractor’s Work Plans and Deliverables:

1.3.1.1 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 April 30, 2025

Each Contractor must identify in lowagrants work plan how the minimum requirements below will be met:

1.3.2. Hours of Operation and Service Locations: Recovery Community Center hours must offer services 5 days a week for at least 40 hours/week including at least 2 evenings. Applicants must specify service locations(s) proposed for each type of service

proposed. Iowa HHS will be notified if the RCC will be closed for any reason including weather or other emergency.

1.3.3. Staffing and Personnel: Maintain 2.0 FTEs whose main office is the local RCC. Staff providing services shall be qualified and trained for the specific services they will provide. Those providing direct recovery services will have completed and submitted certification of completion of Recovery Coaching Academy and Ethics training. Direct service staff and supervisor(s) must document training prior to, or within the first 3 months of the contract, on the following topics: anti-stigma, crisis intervention, harm reduction, health equity, opioid overdose response and naloxone administration, basics of medications for opioid use disorder (MOUD) (only FDA - approved medicines).

1.3.4. Standards of Care: Provide the required services. Contractor will identify how the service will be provided, identify the number of clients proposed to be served, and identify the best practices model to be utilized for services. One example is: <https://ccar.us/services/recovery-community-centers/>

1.3.5 Outreach: Conduct outreach to the community about the services provided by the RCC and work with stakeholders to identify target populations in need of the services to ensure health equity is being maintained.

1.3.6. Service Recipient Eligibility Requirements: People affected by substance use disorder who are at any stage of recovery regardless of treatment service participation are the target population. People affected by other addictive conditions should not be denied services.

1.3.7. Data and Reporting Requirements: Quantitative and qualitative data regarding services provided will be required for semi-annual reporting to the Agency. RCC staff will participate in any additional reporting required by the Agency. RCC staff will attend scheduled provider calls to discuss project implementation.

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

1.3.8.1. Special Populations: Utilizing the previously developed work plan based on the community needs assessment, expand culturally appropriate recovery services to a minimum of two additional special populations.

1.3.8.2. Outreach: A minimum of 25 presentations will be given throughout the year, with at least twelve being held outside the RCC location, to provide information on services provided by the Contractor or on recovery in general. These presentations will be for multiple sectors and community organizations in the Contractor's service area.

1.3.8.3. Volunteers: By the end of the contract period, the number of volunteer hours will exceed 60 hours per week. This will include time providing TRS services, in-center assistance, or external services. Tracking of volunteer hours will include volunteer name, activity, and date and hours of work completed.

1.3.8.4. Staff Self-Care: Staff and volunteers will be provided a minimum of two self-care opportunities per month hosted or organized by the Recovery Community Center. These will vary and will be driven by staff input.

1.3.8.5. Ethics Training: All staff will complete 8 hours of required ethics training within three months of initial service. Volunteers will complete one hour of ethics training within three months. Records of staff and active volunteers, along with completed trainings will be maintained by the Contractor.

1.3.8.6. Implicit Bias Training: All staff will complete at least 4 hours of required implicit bias training within six months. Volunteers will complete at least 1 hour of implicit bias training within three months. Records of staff and active volunteers, along with completed trainings will be maintained by the Contractor.

1.3.9 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.

1.3.10 Required Progress Reporting and Monitoring.

1.3.10.1 Progress (Status Reports)

| Report Title | Form Frequency/Type | Date Due |
|---|-----------------------------|--|
| Subcontracts- draft, unsigned | Type: Subcontract Documents | Submit for Agency approval Prior to obtaining signatures |
| FFATA Report (the FFATA report must be included and scheduled if FFATA reporting is required by the federal grant. Agency staff must input the information submitted to us on this form into the federal reporting system by the end of the month following the month of the award date. Example: if the award is made October 15 the | Type: FFATA Report | Submit within 15-30 days of the execution of the contract. |

| | | |
|--|-----------------------------------|---|
| filling must be made by November 30) | | |
| State Opioid Response Recovery Community Center Semi-Annual Report | Select type: Monthly, Semi-Annual | January 13, 2025 and July 14, 2025 |
| Data Reports | As determined by the Agency | As determined by the Agency |
| Monthly Claim and Support Documentation | Monthly | Within 45 days of month of expenses through June 30, 2025 due no later than August 10, 2025 |

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.

- The Contractor shall submit monthly, semi-annual and an annual or final report within 30 days of the end of the reporting period. Reports must describe the deliverables and work performed. Reports will be reviewed by the Agency to determine satisfactory completion and progress.

1.3.11 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:** If the contractor meets a minimum of four of the above deliverables during the first six (6) months of the contract period, they will earn a 2% (\$5,000) incentive. Information will be submitted in the final semi-annual report via Iowa Grants (due July 15, 2025). This information will be reviewed by the Agency. If approved, payment will be released with the final claim.

1.5 Agency Monitoring and Review.

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

In cases of request for additional information, data, site visits, meetings, etc.; The Contractor shall ensure the cooperation of the Contractor's employees, agents, and board members in such efforts and shall provide all requested information to the Agency in the manner determined by the Agency. The Contractor also agrees that the Agency or the Agency's duly authorized and identified agents or representatives of the state and federal governments shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality assurance reviews, review Contract compliance, assess management controls, assess the Contract services and activities, and provide technical assistance.

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

1.5.1 Problem Reporting.

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

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

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

Upon Agency approval of the plan, the Contractor shall implement and comply with the plan.

1.6 Contract Payment Clause.

1.6.1 Pricing. In accordance with the payment terms outlined in this section and the Contractors completion of the Scope of Work as set forth in this contract, the Contractor will be compensated an amount not to exceed \$250,000 during the entire term of this Contract, which includes any extensions or renewals thereof.

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

Annual reimbursements shall not exceed the following:

| Payment Table | | |
|-----------------------------|--|----------------------------|
| Contract Year | Period of anticipated available funds* | Anticipated Funding Amount |
| Contract Year 1 (Base term) | FY25 June 1, 2024 - June 30,2025 | \$250,000 |

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

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

1.6.2 Payment Methodology/Reimbursement for Services (Budgets).

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

It is anticipated that budgets will be added on an annual basis, pursuant to the Payment Table, available funding column above in section 1.6.1. Notice: The award amount listed within the IowaGrants Grant Tracking Site (budget form and award amount) may be lower than the maximum contract funding amounts listed in the Contract Funding portion of the Contract Declarations and Execution page.

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

1.6.2.1

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

- A. Expenditure variance against direct cost budget category amounts are allowed up to a maximum of 10% of the annual amount on a cumulative basis not to exceed the annual total. The Contractor shall submit a written justification to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance between line item amounts (categories).
- B. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line item category not previously approved are anticipated.
- C. *Administrative Costs are capped at (limited to) 15% of the direct costs proposed in the budget.*
- D. *Equipment may not be purchased with these funds.*
- E. *If travel is allowed, the reimbursement of travel expenses are capped at the limits established by the Iowa Department of Administrative Services.*
- F. 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. The potential variances may be as follows:
 - a. Contract year three, potential incentive amount: + \$5,000.
 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.

1.7 Additional Contract Conditions.

1.7.1 Linkage to Boards of Health. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.

1.7.2 Revisions to Grant Tracking Site Components. The Contractor shall ensure all IowaGrant Grant Tracking Site Component information is accurate and current. This is inclusive of personnel, work plans, subcontract plans and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the Contract Manager. The Component will be sent via negotiation within IowaGrants Grant Tracking site to the Contractor and must be revised and returned in a timely manner. If a revision is submitted by the Contractor and approved by the Agency, an amendment to the contract may be required and the revised Component shall be made the current version by the Contract Manager.

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

1.7.4 Subcontract Approvals. Pursuant to the General Terms Section 2.12.9 Use of Third Parties, the Agency requires the Contractor to submit all draft, unsigned

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

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

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. Reserved.

1.10 Incorporation of General and Contingent Terms.

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

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

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

Guidelines from the Substance Abuse and Mental Health Services Administration

(SAMHSA) Funding Restrictions include:

1.11.1 Unallowable costs:

- a. SAMHSA grant funds may not be used to directly or indirectly purchase, prescribe, or provide marijuana or treatment using marijuana. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders,
- b. SAMHSA grant funds may not be used to pay for housing other than residential mental health and/or substance abuse treatment,
- c. SAMHSA grant funds may not be used to pay for residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.),
- d. SAMHSA grant funds may not be used to pay for inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services,
- e. SAMHSA grant funds may not be used to make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens) designed to improve access to and retention in prevention and treatment programs,
- f. SAMHSA grant funds may not be used to make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals,
- g. SAMHSA discretionary grant funds may be used for non-cash incentives up to \$30. Incentives should be the minimum amount necessary to meet the programmatic and performance assessment goals of the grant. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.
- h. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health Agency, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law. Contact the GPO for further guidance,
- i. SAMHSA grant funds may not be used to pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.
- j. SAMHSA grant funds may not be used to pay for food and beverages
- k. Out of state travel unless stated or approved by the Agency
- l. SAMHSA grant funds may not be used to pay for providing individuals with hypodermic needles or syringes
- m. SAMHSA grant funds may not be used to pay for subscriptions, dues or

- certification costs unless approved by the Agency
- n. SAMHSA grant funds may not be used to pay for vehicle rentals
 - o. Recipients must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.
 - p. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
 - q. SAMHSA grant funds may not be used to pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3)).
 - r. SAMHSA grant funds may not be used to pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to \$150,000 or 5% of the overall indirect costs (whichever is more) of a given budget period for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.
 - s. Salary Limitation: The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, which is

\$203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.

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| <p>Contractor subject to Iowa Code Chapter 8F? Yes, this contract is subject to Iowa Code chapter 8F No, this contract is NOT subject to Iowa Code chapter 8F At the time of execution, this contract is NOT subject to Iowa Code chapter 8F, if the Contractor executes amendments or additional contracts with the Agency, the aggregate of which exceeds \$500,000, the contract will be subject to Iowa Code Chapter 8F</p> | |
| <p>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. The Contractor shall complete and submit the FFATA report form within 15-30 days of the start date of the contract.</p> |

SPECIAL CONTRACT ATTACHMENTS

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

Add Special Contract Attachments. If no special contract attachments, delete.

Add Data Appendix A, as applicable. **Appendix A:**

Dataset: [Insert the name of dataset(s) being shared. For example, "Iowa Disease Surveillance System", "BRFSS", "Iowa Youth Survey", "Oral Health Program Data"]

Date Range: [Insert the date range of the *data* to be shared. Note that this may be different from your contract or project period if you plan to share historical data]

Geographic Area: [Insert the Geographic area for which data can be shared. For example: Statewide, Polk County]

Variables listed below: [Insert each variable that may be shared with the contractor through these data sharing terms. For example: date of birth, sex, race, ethnicity, date of admission, etc]