

CONTRACT DECLARATIONS AND EXECUTION

Contract #: COAC PVH 25 ###	Procurement type/#: RFP 58823004 and 58823024	Project Period: October 1, 2022 - September 30, 2027
CONTRACT INFORMATION		
Title of Contract: Community Based Program - Maternal Health		
Start Date: October 1, 2024	End Date of Base Term of Contract: September 30, 2025	End Date of Contract*: September 30, 2025
*Possible Extension(s): Reserved.		
CONTRACT FUNDING:		
Maximum Contract Amount: \$xxxxxxx	Maximum Base Term Amount: \$0	ANNUAL funding amount by source: FEDERAL: \$0 STATE: \$0 OTHER: \$0
IowaGrants 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 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	This space is intentionally left blank.
Agency Program Manager Name: Nafla Poff-Dainty E-Mail: nafla.poff@idph.iowa.gov Phone: 515-322-6918	Agency Contract Manager Name: Jenny Deeds E-Mail: jenny.deeds@idph.iowa.gov Phone: 515-229-2566
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>	
For and on behalf of the Agency: By: _____ Juliann Van Liew, Director, Wellness & Preventive Health Iowa Department of Health and Human Services	For and on behalf of the Contractor: By: _____ Insert date (only required if not a digital signature): _____

SECTION 1: Special Terms

1.1 Special Terms Definitions.

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

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

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

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

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

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

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

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

1.2 Contract Purpose.

The purpose of this contract is to provide support and education for pregnant women and their families in all Iowa counties based on the individualized needs of the clients and community as outlined in IAC 641—76 Maternal and Child Health Program. These services include, but are not limited to, community education sessions, community coalition building activities, linking pregnant women to medical and dental homes, providing presumptive eligibility services for Iowa Medicaid, and individual support services (Community Pregnancy Support Program).

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 30, 2025.
- B. **Deliverables.** In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall complete the following deliverables and work:

Foundational: Overarching foundational requirements

- 1.3.1.1 Participate in required training on health equity and health disparities.

- 1.3.1.2 Attend at a minimum of one LBOH meeting for each of the counties in the CSA per year.
 - a. Local Board of Health Collaboration: The Agency requires applicants to link with the LBOH in each county within the service area. In particular, applicants are expected to assist the LBOH in carrying out the three (3) core functions of public health as defined in 641 IAC 77.3 (137): 1) assessment, 2) policy development and 3) assurance for maternal health initiatives.
- 1.3.1.3 Request inclusion in each county's CHNA & HIP activities in the service area and attend events as requested/designated.
- 1.3.1.4 Assure all clients have a medical home for OB care by implementing the following:
 - a. Document the medical home status in the MCAH data system.
 - b. Assist families with medical and dental insurance literacy by helping them understand their medical and/or dental coverage and how to use it to access providers and services.
 - c. Provide assistance for clients transitioning from one type of coverage to another.
 - d. Advance public-private partnerships with local health care providers, dental providers, and providers of preventative health care services to build referral networks for medical and dental homes.
 - e. Provide enabling services to clients as needed. The applicants will provide care coordination to assist in finding a medical and/or dental home if the client indicates they do not have one.
 - f. Assist families with no insurance to complete presumptive Medicaid eligibility applications for pregnant women. Providing families education on request full Medicaid with this application process or not.

National and State Performance Measures (NPMs/SPMs):

- 1.3.1.5 NPM 14.1: Percent of women who smoke during pregnancy
 - a. Collaborate with the local and regional, as appropriate, tobacco control community partnerships and coalition for community outreach and education opportunities.
 - b. Provide direct care staff time for tobacco cessation education provided by the Agency to direct care staff (ie. lunch and learn, Treating Tobacco Use During Pregnancy online learning).
 - c. Offer direct care clients who use nicotine a referral to Quitline Iowa, provide follow up as needed.
 - d. Implement additional activities in the Agency approved Activity Worksheet
- 1.3.1.6 SPM 1: Maternal Mortality Rate: The rate of pregnancy-related deaths for every 100,000 live births
 - a. Distribute information provided to local Maternal Health Program directors about Maternal Morbidity and Mortality related topics (ie. Maternal Mortality Review Committee (MMRC) yearly report or Agency Data to action work) among agency staff, community partners, local maternity care providers and hospital birthing units.
 - b. Provide time for maternal health program staff to participate in Agency suggested educational opportunities to improve care delivery (ie. Intimate Partner Violence (IPV) training, mental health screening training).

- c. Discuss specific Maternal Morbidity and Mortality educational topics with each client receiving direct care services. Topics for this FY2023 include: 5-2-1-0 Healthy Pregnancy Education, Hypertension, Seat Belt Safety, Domestic Violence/Interpersonal Violence Education, Substance Use, Alcohol Use, and Tobacco use cessation, and gestational diabetes (if applicable).
 - d. Implement additional activities in the Agency approved Activity Worksheet.
- 1.3.1.7 NPM 4B: Percent of infants' breastfed exclusively through 6 months (work/school/child care focus).**
- a. At least one staff member represents the Contractor on the local and/or state breastfeeding coalition.
 - b. Facilitate mutual referrals with the regional WIC agency. An MOU or written agreement (as needed) is in place to provide for open lines of communication for collaboration and educational opportunities.
 - c. Provide all direct care clients breastfeeding education, support, and referrals as needed. This education and support should be individualized based on their personal history and cultural preferences.
 - d. Provide all direct care clients education about the breastfeeding laws in workplaces in Iowa.
 - e. Implement additional activities in the Agency approved Activity Worksheet.
- 1.3.1.8 NPM 5: A) Percent of infants placed to sleep on their backs; B) Percent of infants placed to sleep on a separate approved sleep surface; C) Percent of infants placed to sleep without soft objects or loose bedding.**
- a. Provide a Crib/Safe Sleep Resources directory to clients and community organizations.
 - b. Provide all clients receiving direct care services safe sleep environment education that is culturally appropriate and respectful.
 - c. Collaborate with local partners focused on safe sleep, if other partners exist.
 - d. Provide time for direct care program staff to participate in Agency suggested educational opportunities on safe sleep best practices.
 - e. Implement additional activities in the Agency approved Activity Worksheet.
- 1.3.1.9 NPM 13.1: Percent of women who had a preventive dental visit during pregnancy.**
- a. Meeting with the I-Smile Coordinator for the service area at least once per quarter to discuss improved outcomes for women and their infants, opportunities for collaboration, strategies to engage medical and dental offices, develop protocols, and to improve direct service delivery.
 - b. Training by the CSA I-Smile Coordinator for all Maternal Health staff (including subcontractors) at least once per year to ensure participants understand the role of OH in overall health and that they receive current recommendations, policies, and procedures by the CSA I-Smile Coordinator.
 - c. Training by the CSA I-Smile Coordinator annually for all Maternal Health direct care RNs and RDHs (including subcontractors) on providing dental care coordination, oral screenings, fluoride varnish, and education to maternal health clients. Prior to providing any direct oral health services all non-dental staff must be trained by the CSA I-Smile Coordinator.

- d. Offering all Maternal Health clients preventative direct oral health services during their time within the program.
- e. Implement additional activities in the Agency approved Activity Worksheet.

Program Management:

1.3.1.10 Quality Assurance (General):

- a. Completing continuous, daily time studies for all MCAH program staff.
- b. Completing an Agency approved program-specific Cost Analysis once per project period.
- c. Complying with federal and state financial audit requirements.
- d. Assessing client satisfaction with services received, on an annual basis.

1.3.1.11 Quality Assurance (Direct Care & Data Management):

- a. Develop a policy and procedure manual, unique to the Contractor, but adapted from the Iowa's Title V Administrative Manual for Community-Based Programs.
- b. The Local Agency's Medical director will review the policy manual once during the project period and as needed as changes occur.
- c. Maintain accurate, timely and complete documentation in MCAH Data System.
- d. Maintain client charts (paper or electronic health record) for direct care service documentation.
- e. Conduct clinical record reviews/audits (MH Chart Audit, Service Note Reviews) according to Iowa HHS policy.
- f. Monitor program data, performance indicators and performance measures including National Performance Measures (NPM) & State Performance Measures (SPM).
- g. Review monthly Quality Assurance Reports in the MCAH database.

1.3.1.12 Quality Assurance (Staffing):

- a. Develop and update job descriptions.
- b. Assure staff are appropriately trained, have appropriate credentials, qualifications, competencies and current license for job roles.
- c. Update regional consultant within 30 days of a staffing vacancy. If the role is not filled within 120 days, the agency shall provide evidence of recruitment efforts to the regional consultant for further follow up.
- d. Subcontract Management: Implement a robust subcontract management plan, including communication plans for disbursement of Agency communication, and ensuring inclusion in documentation of services provided, quality assurance activities, customer satisfaction survey, chart audits and service note reviews for direct care services.

Coalition Building, Partnerships, and Family Engagement

1.3.1.13 Coalition Building - Maintain a coalition or membership in an existing coalition (or subcommittee of an existing coalition) with a focus on maternal health or reproductive health to bring together partners and community resources to improve maternal health outcomes throughout the entire service area in the first year of the project period.

- a. Hold regular meetings, to be agreed upon by coalition members.
- b. Identify opportunities to improve collaboration, new partnerships, and/or new projects for the coalition to implement to improve maternal outcomes in the CSA.

- c. Share updates from the Agency to the coalition related to maternal mortality review and other statewide maternal health initiatives.
 - d. Facilitate partnerships and collaboration between community organizations, prenatal care providers, and birthing hospitals in the CSA.
- 1.3.1.14** Community Partner Engagement - Continue partner engagement through coalition work and other strategies in the Agency approved work plan to increase levels of engagement with identified partners.
- 1.3.1.15** Family Engagement
- a. Implement a minimum of three strategies to capture feedback and input from clients and families in the CSA.

Maternal Health Direct Care & Enabling Services:

- 1.3.1.16** Adhere to the Agency-approved direct service protocol.
- 1.3.1.17** Promote the health of pregnant women and infants by providing or assuring access to prenatal and postpartum health care for low-income women.
- 1.3.1.18** Provide the following direct care services available under Medicaid's Maternal Health Center provider status in all counties in the CSA, in the format determined best in the Needs Assessment and Direct Service Gap Analysis:
- a. Perform services pursuant to the approved plan on file in the Agency and in accordance with federal legislation, state Agency of Human Services rules, state MCH administrative rules, Iowa's Title V Administrative Manual for Community-Based Programs, and the I-Smile™ Coordinator Handbook, 2nd edition.
 - b. Provide presumptive Medicaid eligibility determinations for pregnant women.
 - c. Provide care coordination to assure access to medical services for Medicaid pregnant and postpartum women not enrolled in a Medicaid MCO and non-Medicaid pregnant and postpartum women, ideally through a medical home.
 - d. Assist families in understanding and using medical and dental insurance coverage, transitioning between coverage, and navigating the health care system.
 - e. Address health disparities such as cultural isolation, geographic, or racial barriers.
 - f. Promote early entry into prenatal care.
 - g. Provide interpretation services.
 - h. Provide in-town transportation services for the Medicaid FFS and Title V populations.
 - i. Complete the Medicaid Prenatal Risk Assessment (except presumptive eligibility determination only, oral health only, and lactation class only clients).
 - j. Provide health education, an individualized plan of care (required if high risk pregnancy), psychosocial services (required if high risk pregnancy).
 - k. Health Screening for: depression, tobacco use, domestic violence, alcohol/substance abuse screen with brief intervention.
 - l. Provide postpartum home visits. If the client declines a home visit, postpartum follow-up may be offered via telephone or clinic visit.
 - m. Providing referrals to Title X Family Planning Clinics for reproductive health needs.

- n. Providing information about the State Family Planning Program for postpartum women that have had a medicaid-covered birth.
- o. Improve public health system capacity services for oral health.
- p. Provide dental care coordination and promote dental health visits for all pregnant and postpartum women.
- q. Provide oral screenings for all clients, and additional gap-filling dental services as needed (fluoride varnish). Provide oral health education to all clients who decline an oral screening.
- r. A Contractor providing direct care for Maternal Health clients, regardless of funding source used for the services, is subject to terms and conditions of the Title V and Title XIX programs.
- s. For agencies who are not also granted the CAH contract, the agencies must provide oral screens and fluoride varnish either through a subcontract with the CAH Oral Health Program, hiring a registered dental hygienist or by ensuring MH RNs are trained by the I-Smile™ coordinator to provide oral health services.

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 / Form Type	Date Due
MH Cost Analysis	Once per project period and as needed	October 17, 2024
MH Medical Record Audit Summary	Annual - Site Visit Component	September 30, 2025
Enabling Service Documentation Service Note Reviews	Biannual - Service Note Review Component	January 30, 2025; June 30, 2025
Key Personnel Form	MH Key Personnel Grant Component	Update as needed

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

1.4 Performance Measure and Monitoring Expectations.

1.4.1 Health Coalition. The contractor shall hold a (or attend an existing maternal or reproductive health coalition) minimum of two meetings by the end of the contract period.

- a. **Due date** September 30, 2025.
- b. **Data to be used for the Measure.** The Contractor shall submit any documentation required for the performance measure into the appropriate Component of the Grant Tracking Site within IowaGrants.gov.
- c. **Monetary Disincentive:** 5% of the total amount of the Title V grant funds will be held, in equal installments, from the first five claim payments and released if the performance measure is approved.
- d. **Agency Monitoring of Performance Measure.** As coalition meeting notes are completed, upload them into the appropriate Component of the Grant Tracking Site within IowaGrants.gov. Agency staff will review notes for content and completion and approve them via correspondence.
- e. Internal tracking of receipt and approval will be kept.

1.4.2 Dental Care Coordination. The Contractor shall provide a minimum of 60% of clients with dental care coordination services that link mothers and families to dental and medical providers and alleviate barriers that families encounter when trying to access dental care. To qualify for the incentive, the Contractor must have served and discharged 20 clients between October 1, 2023 and April 1, 2024. The numerator will be the number of pregnant women provided dental care coordination and/or a care coordination attempt between October 1, 2023 and April 1, 2024. Denominator is the number of discharged clients (Postpartum only, OH only, or MH) served by MH through any direct or non-direct service without a self-reported dental visit in the past year in the same time period. This performance measure will be calculated using contractor data entered into the MCAH Data System.

- a. **Due date** April 1, 2025.
- b. **Data to be used for the Measure.** The Contractor is required to enter all dental care coordination and attempted care coordination activities in the MCAH Data System.
- c. **Monetary Incentive:** \$2,000 to be paid on the next available claim after the measure is approved.

- d. **Agency Monitoring of Performance Measure.** Agency staff will utilize the MCAH Data System QuickSight Dashboard reports to monitor and award monetary incentives.

1.5 Agency Monitoring and Review.

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

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

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

1.5.1 Problem Reporting.

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

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

1.5.1.2 Addressing Deficiencies. To the extent that Deficiency(s) are identified in the Contractor's performance and notwithstanding other remedies available

under this Contract, the Agency may require the Contractor to develop and comply with a corrective action plan or performance improvement plan with time frames acceptable to the Agency to resolve the Deficiencies. The plan shall be submitted to the Agency for approval within timeframes specified by the Agency. Upon Agency approval of the plan, the Contractor shall implement and comply with the plan.

1.6 Contract Payment Clause.

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

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

Annual reimbursements shall not exceed the following:

Payment Table				
Contract Year	Period of anticipated available funds*		Anticipated Funding Amount	
Contract Year 1 (Base term)	October 1, 2024 through September 30, 2025		\$Insert the total available funds for this annual period	
Program	Federal	State	Other	
			Inter-Agency Federal	Inter-Agency State
Maternal Health				
MH Medicaid Administrative Funds				

*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 program budget amount on a cumulative basis not to exceed the program budget total. The Contractor shall submit a written justification to the Agency prior to the obligation of an expense which will exceed the allowed 10% 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. If travel is allowed, the reimbursement of travel expenses are capped at the limits established by the [Iowa Department of Administrative Services](#).
 - D. 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:
 - a. 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:
 - i. Contract year one, potential incentive amount: + \$2,000.
 - b. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - c. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.
 - E. The Contractor must use all revenue generated from Title V sponsored programs for enhancement of the respective program. Revenue from Title XIX, Medicaid MCOs, third party payors, Early Childhood Iowa, in-kind, and other funds shall be reported to the Agency monthly. Revenue shall be reinvested in the programs covered by this contract.
 - F. The Contractor must use all revenue generated from Title V sponsored programs for enhancement of the respective program. Revenue from Title XIX, Medicaid MCOs, third party payors, Early Childhood Iowa, in-kind, and other funds shall be reported to the Agency monthly. Revenue shall be reinvested in the programs covered by this contract.

- G. The Maternal Health Funds are made available to the Contractor according to the state fiscal year (SFY). The Maternal Health Funds on the face sheet of this contract represents 100% of the full year's funding. The Maternal Health Funds listed in the State column of the face sheet must be spent during the period of October 1, 2023 through June 30, 2024 or they revert to the Agency. The Maternal Health Funds listed in the Federal column of the face sheet may be spent during the entire contract period.
- H. The MH Medicaid Administrative Funds are made available to the Contractor according to the SFY. The MH Medicaid Administrative Funds on the face sheet of this contract represents 100% of the full year's funding. 75% of those amounts must be spent by June 30, 2025 or they revert to the Agency. Appropriation for the final 25% must be spent during the period of July 1, 2025 through September 30, 2025.
- I. To assure compliance with policies described in RFP #58823004 and #58823024, the Contractor agrees to the following budget assurances:
 - a. Program income is spent prior to expending grant funds in accordance with *Iowa Administrative Code* 641-76. The only exception is the allowance for a Contractor to retain a three-month operating capital balance of the program income.
 - b. Program income shall be used for allowable costs of the corresponding program. The operating capital is intended for use and shall be maintained and available during the contract period, solely for the corresponding program.
- J. To assure compliance with policies described in RFP #58823004 and #58823024, the Contractor agrees to the following budget assurances:
 - a. Grant funds subcontracted to other entities will remain the fiscal and program oversight responsibility of the Contractor.
 - b. Subcontracts and agreements will be available for State review and audit. All subcontracts over \$2,000 require Agency approval prior to execution; refer to the General Conditions Section 5.
- K. All costs shared with other programs in any budget category will be allocated between programs using a consistent and reasonable cost allocation plan based on approved generally accepted accounting principles.
- L. Documentation of the Contractor's expenses and revenues, including funds subcontracted to other entities, will be available for State review and audit.
- M. Program activities will be conducted in compliance with federal and state laws, rules, and regulations referenced in the RFP #58823004 and #58823024.
- N. Materials developed with grant funds will include required federal and/or state information, including funding sources, and will remain in the public domain.
- O. Programs will be fiscally responsible for allocating funds for staff attendance at required meetings including, but not limited to, registration fees, travel, lodging and meals.
- P. If indirect costs will be expensed, the Contractor shall maintain and provide the Agency a copy of the Federally Approved Indirect Cost Rate Agreement, including the signature page.

- Q. Equipment will include items with a cost of \$5,000 or more with an anticipated useful life of one year or more; refer to General Conditions Section 4.
- R. The Contractor will be liable for repayment of any unallowable expenses.
- S. Grant funds will be used to carry out the applicable scope of work for each program as outlined in RFP #58823004 and #58823024.
- T. Program Income must be reinvested back into the respective program.
- U. All state funds listed on the face sheet are to be expended by June 30, 2023, or they revert back to the Agency.

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

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

1.6.2.3 Match. The Contractor is required to match the MH (Title V) grant funds, received from the Agency at a minimum rate of one dollar of local match for every four dollars received from the Agency.

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

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

1.6.3.2 Lodging Restrictions. To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event,

the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screenshot of this verification showing the lodging provider is a certified location with the claim for reimbursement. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.

1.6.4 Payment Terms.

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

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

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

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

1.6.4.3 Payment of Claims. The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of Claims before making payment. The Agency will review for accuracy and either approve or require additional information or edits to the Claim via an IowaGrants Negotiation process. The Agency may elect not to pay claims that are considered untimely as defined in this Contract. Final Claim payment may be withheld until all contractually required reports have been received and accepted by the Agency. At the end of the contract period, unobligated contract amount funds shall revert to the Agency.

The Agency shall pay all approved Claims in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.6.4.4 Submission of Claims at the End of State Fiscal Year (SFY). Notwithstanding the time frames above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Claims to the Agency for payment by August 1st for all

services performed in the preceding state fiscal year (the State fiscal year ends June 30), regardless of funding source.

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

1.7 Additional Contract Conditions.

- 1.7.1 Linkage to Boards of Health.** As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
- 1.7.2 Revisions to Grant Tracking Site Components.** The Contractor shall ensure all IowaGrants Grant Tracking Site Component information is accurate and current. This is inclusive of personnel, work plans, subcontract plans and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the Contract Manager. The Component will be sent via negotiation within IowaGrants Grant Tracking site to the Contractor and must be revised and returned in a timely manner. If a revision is submitted by the Contractor and approved by the Agency, an amendment to the contract may be required and the revised Component shall be made the current version by the Contract Manager.
- 1.7.3 Close Out Duties.** In compliance with General Terms Section 2.5.6, the Contractor shall complete the close out duties within the IowaGrants Grant Tracking Site for this Contract.
- 1.7.4 Subcontract Approvals.** Pursuant to the General Terms Section 2.12.9 Use of Third Parties, the Agency requires the Contractor to submit all draft, unsigned subcontracts with a value of \$2,000 or greater for services provided under this Contract to the Agency for approval prior to execution of the subcontract. The Agency reserves the right, at its sole discretion, to require modifications to the subcontract or may deny the request. Contractors will submit the draft, unsigned subcontract(s) at least 30 days prior to the anticipated subcontract start date to the Subcontract Report within the Progress Reports Component of the Grant Tracking Site. The Agency shall review and approve all proposed subcontracts prior to the Contractor obtaining any signatures for subcontracted work under this contract.

1.8 Insurance Certificate.

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

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

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

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law

1.9 Data Sharing Terms.

Iowa HHS Medicaid-owned data may be shared to the Contractor as an agency of the Agency to the extent necessary to carry out responsibilities under the Contract (section 2.8.3 of the Iowa HHS Terms for Service Contracts).

1.9.1 Business Associate Agreement.

- A. When performing certain activities under this Contract, the Contractor collects and receives access to certain records and pieces of data that are protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164.
- B. When the Contractor performs services on behalf of the Agency for which the Agency is a Business Associate of the Agency, the Contractor agrees to comply with the Business Associate Agreement Addendum (BAA) and any amendments thereof, as posted to the Iowa HHS website: <https://hhs.iowa.gov/hipaa>. This BAA, and any amendments thereof, is incorporated into this Contract by reference. The Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the

Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.

- C. By signing this Contract, the Contractor consents to receive notice of future amendments to the BAA through electronic mail. The Contractor shall file and maintain a current electronic mail address with Iowa HHS for this purpose. Iowa HHS may amend the BAA by posting an updated version of the BAA on Iowa HHS's website at: <https://hhs.iowa.gov/hipaa>. The Contractor shall be deemed to have accepted the amendment unless the Contractor notifies the Agency of its non-acceptance within 30 days of Iowa HHS's notice referenced herein. Any agreed alteration of the then current Iowa HHS BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment.

1.9.2 Data and Security Framework.

- A. If storing confidential information owned by the Agency in a system other than the MCAH Data System data system, the Contractor shall comply with either of the following:
 - a. Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
 - b. Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.
- B. Vendor Security Questionnaire. If requested by the Agency, the Contractor shall provide a fully completed copy of the Iowa DHS Vendor Security Questionnaire (VSQ).
- C. Cloud Services. If using cloud services to store Agency or Iowa DHS Information, the Contractor shall comply with either of the following:
 - a. Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
 - b. Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.10 Incorporation of General and Contingent Terms.

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

1.10.2 Contingent Terms for Service Contracts ("Section 3"). The Contingent Terms for Services Contracts Effective August 1, 2023 as posted to the Agency's

website at <https://hhs.iowa.gov/contract-terms> are incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3. By signing the Contract, the Contractor certifies that they have reviewed and agrees to all the terms set forth therein and has not made any changes.

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

1.11.1 Documentation and Records:

- A. All MH medical, dental and client specific records (both electronic and hard copy client records) are the property of the Agency, regardless of the funding source used to provide the services. Records that are integrated with larger health systems or multiple program data systems (Electronic Health Records, etc.) must be able to be set up and maintained so that Title V services can be extracted from the system, without compromising the client's confidentiality related to non-Title V services in the event of an audit or record transfer.
- B. The Contractor shall retain all medical (including dental) records for a minimum of six (6) years from the day the Contractor submits its final expenditure report; or, in the case of a minor client, for a period of one (1) year after the client reaches the age of majority, whichever is later.
- C. The Contractor shall retain all accounting and financial, programmatic records, supporting documents, statistical records, and other records reasonably considered as pertinent to the contract for a minimum of five (5) years from the day the Contractor submits its final expenditure report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular five (5) year period, whichever is later.
- D. Documentation of all direct care services, regardless of payer source, shall comply with requirements established by the state Department of Human Services (DHS) in the Iowa Administrative Code IAC 441-79.3 (2).
- E. All MH services provided directly by the Contractor or through subcontractors must be documented at the time of service and available to the Agency by the 15th of the month following the month of service.
- F. The Contractor shall maintain, support, and document in MCAH Data System. Data is recorded at the time of service, and electronic records are available to the Agency by the 15th of the month following the month of service.
- G. The Contractor shall document all direct care clinical services in MCAH Data System in accordance with the MCAH Data System Maternal Health User Manual with reference to a client-specific clinical record.
- H. The Contractor must ensure that the entirety of documentation for care coordination is entered into the MCAH Data System. Documentation of care coordination services shall comply with requirements established by the state DHS and in accordance with the EPSDT Care for Kids Informing and Care Coordination Handbook.
- I. The Contractor must comply with all Agency record retention policies available here related to QE's in determining presumptive eligibility for pregnant women. All presumptive eligibility services must be recorded in MCAH Data System regardless of payer source or notice of action (NOA) and must comply with documentation requirements established by the Agency.

1.11.2 Health Quality Assurance:

- A. The Contractor must establish and maintain a quality assurance (QA) protocol. The QA protocol shall address the local agency process for:
 - a. Internal and joint chart audits of direct care clinical services consistent with the guidelines in the Iowa's Title V Administrative Manual for Community-Based Programs.
 - b. Monthly review of MCAH Data System documentation to assure completeness, compliance, and timeliness of entries.
 - c. Reporting of internal MCAH Service Note Review of presumptive eligibility and care coordination services according to Agency guidelines.
 - d. Monthly internal comparison of billing records and MCAH Data System entries to assure accurate billing.
 - e. Reviewing results of QA activities with staff and incorporating results into program development.
- B. The Agency will conduct quality assurance reviews of MCAH Data System documentation and reports.
- C. The Contractor shall make written quality assurance plans available to the Agency upon request.

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

Contractor a Business Associate: Yes

Federal Subrecipient Reporting and FFATA Reporting:

Federal Subrecipient Reporting required?

YES

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.