

CONTRACT DECLARATIONS AND EXECUTION WITH THE UNIVERSITY OF IOWA

Procurement Type/Number	Contract #
No Competition-Regent University	PUHEHSH25XXXX

Title of Contract
HIV Client Services Program

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. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Department of Health and Human Services Lucas State Office Building 321 E 12 th Street Des Moines, Iowa 50319-0075	Agency Billing Contact Name / Address: Insert billing contact name Agency Billing Address Phone: Agency Billing Telephone
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Agency Contract Manager Name Agency Contract Manager's Address Phone: Agency Manager's Phone E-Mail: Agency Contract Manager's e-mail	Agency Contract Owner (hereafter "Contract Owner") / Address: Insert Contract Owner Name Agency Contract Owner's Address E-Mail: Agency Contract Owner's e-mail

Contractor: (hereafter "Contractor")	
Legal Name: University of Iowa	Last four digits of tax ID #: 4813 Organized under the laws of: Iowa
University Department or College: University of Iowa Hospitals and Clinics	IowaAdvantage Vendor Code: 00002129317
Contractor's Legal Address: 105 Jessup Hall Iowa City, IA 52242-1316	Warrant/Payment Mailing Address: University of Iowa Grant Accounting Office 201 S. Clinton Street, 2410 UCC Iowa City, IA 52242

Contractor's Contract Manager Name/Address ("Notice Address"): Insert Contractor Contract Manager Name Contractor contract manager address Phone: Contractor Contract Manager's Phone E-Mail: Contractor Contract Manager's e-mail	Contractor's Billing Contact Name/Address: Insert billing contact name Phone: Insert Contractor Billing Telephone
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Contract Information	
Start Date: April 1, 2025	End Date of Base Term of Contract: March 31, 2026
Possible Extension(s): The Agency shall have the option to extend this Contract up to 1 additional 1 year extensions.	
Contract Contingent on Approval of Another Agency: Enter the name or names of the oversight entities who would need to review the contract before it is executed. If not applicable, enter N/A.	
This Contract Includes Sharing Social Security Administration (SSA) Data? Yes or No	

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts with the University of Iowa effective 07-01-2024, and the Contingent Terms for Service Contracts.

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.

Contractor	Agency, Iowa Department of Health and Human Services
Signature of Contractor's Authorized Representative:	Signature of Authorized Representative:
Printed Name: Insert Name	Printed Name: Insert Name
Title: Insert Title	Title: Insert Title
Date: Insert date of signature	Date: Insert date of 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.

Iowa’s Ryan White Part B (RWPB) program meets the health care needs of people living with HIV (PLHIV) by providing a comprehensive continuum of high-quality HIV core medical and support services, including a client-centered tiered system of case management that links Iowans to care and helps them to stay in care. It is critical that Iowa’s RWPB program serve PLHIV from all ninety-nine counties in the state. Successful applicants will form a comprehensive network of service providers to ensure that PLHIV have access to the services needed to achieve optimal health outcomes and to reduce transmission of HIV. Ryan White Part B funds may only be used for the provision of services and activities allowed under the legislation and defined in HAB Policy Notices and manuals.

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 February 28, 2025.
- B. **Deliverables.** In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall complete the following deliverables and work:

1.3.1.1 Case Management. The Contractor shall provide culturally relevant and client-centered case management services to eligible people living with HIV (PLHIV) utilizing the four tiers of case management.

1.3.1.2 Re-engagement. The Contractor shall work with the Iowa Ryan White Part B (RWPB) Data to Services Coordinator to identify, prioritize, and re-engage PLHIV who are out of care or are at high risk of falling out of care.

1.3.1.3 Core Medical and Support Services. The Contractor shall provide core medical and support services as described in the RFP #58821018 and RFP #58822007. The Contractor shall inform low-income individuals with HIV of the availability of services and how to access them. The contractor shall ensure timely and coordinated access to core medical and support services through both internal staff and collaboration with key partnerships.

1.3.1.4 Medication Adherence. The Contractor shall identify barriers to medication adherence and what strategies will be used to assist clients in overcoming those barriers.

1.3.1.5 Hiring and Training. The Contractor shall hire, train, and retain qualified staff to deliver the proposed case management, core medical, and support services who possess specific skills such as active listening and motivational interviewing. The Contractor shall ensure staff have required credentials, licenses, and/or language proficiencies, as well as the cultural competencies needed to work with priority populations, including those whose first language is not English. The contractor shall ensure staff attend regular training to maintain the knowledge and skills required for the Iowa RWPB Program.

1.3.1.6 Health Services and Resources Administration (HRSA) Standards. The Contractor shall monitor and comply with relevant service standards of care as outlined by HRSA in the National Monitoring Standards, Ryan White Part B Manual, and Ryan White Part B legislation.

1.3.1.7 Quality. The Contractor shall prioritize quality improvement in the delivery of services and work with the Iowa Ryan White Part B Quality Manager to engage in quality improvement activities. The contractor shall maintain an HIV quality management program and routinely identify agency needs in regards to quality management and quality improvement. The Contractor shall participate in statewide quality improvement and performance efforts such as attending statewide meetings, running routine or special data reports as needed for performance measures and data reporting purposes, and performing data quality improvement activities as needed, or requested.

1.3.1.8 Collaboration. The Contractor shall maintain partnerships with key partners in providing services for PLHIV, including, HIV medical partners, STI testing facilities, and Housing Opportunities for People with AIDS (HOPWA).

1.3.1.9 Data. The Contractor shall collect and report client-level data, consistent with HRSA requirements as described in section 2.05 of RFP #58821018 and RFP #58822007. Should the contractor need to request data from the Agency, the Contractor shall make data requests as far in advance and routinely as possible to allow the Agency time to process them.

1.3.1.10 Benefit Coordination. The Contractor shall ensure all PLHIV in Iowa have access to benefit coordination through Field Benefits Specialist (FBS) staff. The contractor shall ensure FBS staff possess the specific knowledge and skills needed for benefit coordination and ensure FBS staff receive continued training to maintain this skillset. FBS shall coordinate with case managers within their agency and with other agencies.

1.3.1.11 Health Equity. The Contractor shall identify populations experiencing significant and persistent health outcome disparities and address barriers that contribute to the disparities.

1.3.1.12 Software Technical Assistance. The Contractor shall seek technical assistance, as needed, from the national CAREWare Help Desk operated by jProg, or from the Agency's CAREWare vendors (AJ Boggs and jProg) on the use of CAREWare or related software issues. The Contractor shall seek technical assistance, as needed, from the REMI Help Desk on related software issues.

1.3.1.13 Early Intervention Services (EIS). Contractors who are awarded EIS funding shall meet the following additional expectations:

- Ensure the use of standard HIV/HCV testing forms provided by the Agency.
- Maintain accurate and confidential client records and data systems.
Compliance with all applicable regulations of Iowa Codes 139A and 141A is required.
- Participate in data collection, evaluation, and training activities sponsored by the Agency. The Agency reserves the right to alter the nature and quantity of its reporting, meeting, and training requirements.
- Ensure all clinical staff performing HIV and hepatitis testing attend the Agency's Fundamentals of HIV Prevention Counseling training.
- Submit monthly quality assurance reports.

1.3.1.14 Databases. The Contractor shall use CAREWare, which is networked to all Ryan White Part B program contractors and overseen by the Agency. The contractor shall use the Ryan White Electronic Management Information (REMI) system for all electronic files. The Agency

- Assures the protection and confidentiality of all data obtained through CAREWare and REMI in compliance with Agency security policies and applicable statutes.
- Ensures that new users complete the Ryan White Data Systems New User Form (Appendix A) to access CAREWare and REMI.
- Ensures that users are notified about database upgrades, temporary outages, or system errors.
- Provides limited technical assistance related to software installation, user training, reporting functionality, and troubleshooting, including resetting locked user accounts.
- Assumes the costs associated with maintaining the CAREWare and REMI databases (including server fees, upgrades, and Agency personnel costs associated with the database administrators).
- Provides a complete PHA client dataset back to the Contractor should this agreement be terminated by either party.
- Assists with data reporting to Health Resources and Services Administration (HRSA), as needed.
- The Agency's vendors (AJ Boggs and jProg), who provide secure hosting, maintenance, and support services for CAREWare and REMI may have access to client-level data kept in CAREWare and REMI.

1.3.1.15 Confidentiality. With regards to confidentiality the Contractor shall:

- Not access or use or permit others to access or use the records and data contained within CAREWare and REMI in any way except for the purposes outlined in this agreement or for the Contractor's own internal data collection and reporting needs.
- Assure the protection and confidentiality of all data obtained through CAREWare and REMI in compliance with the Agency's privacy and security policies and applicable statutes.
- Ensure that each of the contractor's staff members who have access to CAREWare and REMI have received confidentiality training and have signed a

confidentiality statement prior to accessing CAREWare and REMI. The contractor shall ensure the new users apply for a CAREWare and REMI login from the Agency's Ryan White Part B Program.

- Ensure that users comply with the Agency's Nondisclosure Agreement attached hereto as Appendix A.
- To the extent that the services carried out under the Agreement involve the use, disclosure, access to, or acquisition or maintenance of information that actually or reasonably could identify an individual, the Contractor shall
 - Maintain the confidentiality of such information as required by applicable local, state, and federal laws, rules, regulations, and policies;
 - Contact the Agency within 24 hours of a privacy or security incident that actually or potentially could be a breach of such information;
 - Cooperate with the Agency in its investigation and potential reporting of such incident. To the extent that a breach of information is caused by the Contractor or one of its subcontractors or agents, the Contractor agrees to pay the cost of notification, and financial costs and/or penalties incurred by the Agency as a result of such breach.
- Data sharing may be suspended during an investigation of any reportable incident, at the discretion of the Agency. In the event of a breach, data sharing may be suspended until satisfactory assurances have been made that further breaches will not occur. The Agency may request the Contractor to take additional steps to mitigate the consequences of a breach. Failure by the Contractor to take such steps may result in the immediate termination of this Contract.

1.3.2 Performance Measures.

- A. **Performance Measure Description.** Contractors who participate in an optional pilot cohort to implement trauma informed and healing centered principles will be eligible for an incentive.
- B. **Due date.** Pilot cohorts will take place during the 2025-2026 grant year.
- C. **Data to be used for the Measure.** To be determined by the Behavioral Health Coordinator.
- D. **Monetary Incentive or Disincentive:** An incentive of \$500 will be applied for all contractors who demonstrate the above measure has been completed.
- E. **Agency Monitoring of Performance Measure.** The Ryan White Program Manager, the Ryan White Quality Management Coordinator, the Ryan White Behavioral Health Coordinator, and the Client Services team will monitor participation and make final recommendations for the incentive.

1.3.3 Agency Responsibilities.

1.3.3.1 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.

1.3.3.2 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.

1.3.3.3 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.

1.3.3.4 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.

1.3.4 Agency Monitoring Clause. The Contract Manager or designee will assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

1.3.4.1 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.

- Quarterly Narrative Progress Reports. The Contractor shall submit quarterly reports 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. The final report must detail if deliverables for the year were met, and if not, why they were not met.

Due Date(s):

Quarter 1 (April 1, 2025 – June 30, 2025) due July 30, 2025

Quarter 2 (July 1, 2025 – September 30, 2025) due October 30, 2025

Quarter 3 (October 1, 2025 – December 31, 2025) due February 2, 2026

Quarter 4 (January 1, 2026 – March 31, 2026) due May 1, 2026

- Ryan White Services (RSR) Report. The Contractor shall submit the RSR report annually on the HRSA website.

Due Date(s): Approximately end of March 2026.

- 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.

1.3.4.2 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.

1.3.4.3 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.

1.3.4.4 Problem Reporting.

1.3.4.4.1 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.

1.3.4.4.2 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.

1.3.5 Contract Payment Clause.

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

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
2025	April 1, 2025 – March 31, 2026	\$

*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.

1.3.5.2 Payment Methodology.

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).

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

- A. Expenditure variance against direct cost budget category amounts are allowed up to a maximum of 10% of the annual amount on a cumulative basis not to exceed the annual total. The Contractor shall submit a written justification to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance between line item amounts (categories).
- B. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line item category not previously approved are anticipated.
- C. *Administrative Costs are capped at (limited to) 10% of the direct costs proposed in the budget.*
- D. *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 one, potential incentive amount: + \$500.00
 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.

1.3.5.2.2 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.

1.3.5.3 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.

1.3.5.3.1 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.

1.3.5.3.2 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.

1.3.5.4 Payment Terms.

1.3.5.4.1 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.

1.3.5.4.2 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.

1.3.5.4.3 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.

1.3.5.4.3.1 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.

1.3.6 Non-Cancellable Obligations. If the Agency terminates the Contract prior to the expiration date, the Contractor shall be reimbursed for the following items if pre-approved and already purchased (with proof of purchase).

Reserved

1.4 Data Terms. The Agency may share limited HIV information with the Contractor as necessary to complete linkage and re-engagement activities. Data shall be limited to the minimum necessary to achieve the purpose of client linkage or re-engagement, and shall be shared with the minimum number of individuals necessary within the Contractor's organization. Additionally, as needed, the Contractor may share client details regarding patients' medical statuses with the Agency. This data sharing is allowable according to the legal authorities outlined below.

- a. Legal Authority: HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, share with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the Agency that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall

continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

- b. Additional Terms for Data Transferred to Contractor Pursuant to Data Sharing Agreement 588DSA2021-42.
 - i. The Contractor may, as an agent of the Agency, receive access to data and information within the CAREWare data system about individuals eligible for and/or receiving Medicaid services to complete the work and services of this Contract. Data provided to the Contractor shall be used solely in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, as necessary to administer the program for which this information is collected. Data in CAREWare that originate from the Iowa Department of Health and Human Services, Medicaid Division may be used to confirm the receipt of HIV, STI, and hepatitis related services, provide linkage to or re-engagement in care, or ensure coordination of state safety-net services for people at risk for or diagnosed with HIV, STI, or hepatitis. Data provided through the Contract shall only be used to complete the work and services of this Contract and shall not be redisclosed by the Contractor without express written permission from the Agency.
 - ii. With respect to any data received through this Contract that originate with the Iowa Department of Health and Human Services, Medicaid Division, the Contractor shall comply with all terms within the Omnibus Data Use Agreement (Agreement number 588DSA2021-42). These terms include, but are not limited to the following:
 1. The Contractor shall ensure that only the minimum number of members of its workforce with a legitimate business need for the data provided through this contract receive access to those data.
 2. The Contractor shall use appropriate safeguards to prevent use or disclosure of the data provided through the Contract for purposes beyond completing the work and services of this contract.
 3. The Contractor shall immediately report to the Agency any use or disclosure of the data provided through this Contract not allowed for by this Contract of which the Contractor becomes aware.
 4. The Contractor must receive approval from the Agency for all proposed contracts or subcontracts that seek to authorize or allow access to the data provided through this Contract. In the event the Agency approves a contract or subcontract, the Contractor agrees to include the Additional Data Terms of the Contract and terms of the Omnibus Data Use Agreement (Agreement number 588DSA2021-42) within any contracts or subcontracts that allows the sharing of the above mentioned data.

1.4.1 Additional Terms for Immunization Data Access

- a. Purpose: The Contractor may receive access to Iowa Immunization Registry Information System (IRIS) data, including the variables of vaccine administration date, vaccine name, CVX code, and manufacturer name, for the purpose of determining missing vaccinations for people living with HIV/AIDS and assisting individuals with getting vaccinations or referrals to a vaccine provider. The Agency will allow this access following the Contractor's completion of a signed IRIS User Agreement. With regard to the use and disclosure of IRIS information, the Contractor shall follow all terms provided within the Iowa Department of Public Health Immunization Registry Information System (IRIS) Security and Confidentiality Policy with an effective date of October 2021.
- b. Legal Authority: Iowa Department of Public Health Immunization Registry Information System (IRIS) data are confidential (641 IAC 7.10(4)). The Agency may share IRIS

information with an agency that completes an agreement with HHS which specifies conditions for access to registry data and how that data will be used, with an entity bound by a state agency to the extent that information is necessary to perform a legally authorized function of that agency or the Agency, and to enrolled users of the registry who have completed an enrollment form that specifies the conditions under which the registry can be accessed and who have been issued an organization code and user name by the Agency (641 IAC 7.10(4)(a)(2,4, and 5)). The Contractor shall not use information obtained from the registry to market services to patients or non-patients, to assist in bill collections services, or to locate or identify patients or non-patients for any purposes other than those expressly provided in this Agreement (641 IAC 7.10(4)(a)(4)).

1.4.2 Data Sharing Terms for Help Desk Support. The Agency contracts with Jeff Murray's Program Shop, Inc. dba jProg (contract number 5884HC06) for assistance with ensuring CAREWare is customized to meet the needs of the Agency. As part of this work, jProg provides technical assistance for pharmacy and lab import tools and assists contractors with the integration of electronic health records in CAREWare. As an agent of the Agency, jProg is authorized to receive limited access to confidential data only as needed to perform the duties of their contract. Therefore, the Contractor may release limited information from CAREWare to jProg as necessary to complete the work and services described within this contract.

- Legal Authority: HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the Agency that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

1.5 Incorporation of General and Contingent Terms.

1.5.1 General Terms for Service Contracts with the University of Iowa ("Section 2"). The version of the General Terms for Services Contracts with the University of Iowa dated 07-01-2024 are incorporated into the Contract by reference. The General Terms for Service Contracts with the University of Iowa may be referred to as Section 2.

1.5.2 Contingent Terms for Service Contracts ("Section 3"). The version of the Contingent Terms for Services Contracts posted to the Agency's website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated with a no response in the table below:

Is the Contractor a Business Associate? Yes or No	Is the Contractor a Qualified Service Organization? Yes or No
Does the Contract Include Software (modification, design, development, installation, or operation of software on behalf of the Agency)? Yes or No	
Contract Payments include Federal Funds? Yes or No The Contractor for federal reporting purposes under this Contract is a: Subrecipient Office of Child Support Enforcement (“OCSE”) Funded Percentage: ***Percentage for OCSE***% or N/A Federal Funds Include Food and Nutrition Service (FNS) funds? Yes or No Unique Entity Identification (UEI) #: Insert the 12 character alphanumeric ID The Name of the Pass-Through Entity: Iowa Department of Human Services	
Is federal subrecipient reporting required? Yes, refer to the table below or Attachment X, otherwise input No. If yes, fill out the following table (or copy and paste into a Contract Attachment). This must be done during contract drafting.	
ALN #: Insert 5 digit Number Grant Name: Insert Name Repeat this field and insert all information for federal funding sources included in this contract.	Federal Awarding Agency Name: Insert Name

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

1.6.1 Unallowable Expenses. Certain types of expenses cannot be supported with the funds in this RFA. In no case may Ryan White funds be used to pay for:

- Clothing;
- Funeral, burial, cremation, or related expenses;
- Household appliances;
- Off-premise social/recreational activities or payments for a client’s gym membership;
- Pet food or pet products;
- Local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied).
- International Travel
- Direct maintenance expenses (tires, insurance, repairs, etc.) or any other costs associated with a privately owned vehicle;
- Pre-exposure prophylaxis (PrEP);
- Post-exposure prophylaxis; or
- Purchase or improve land, or purchase, construct, or permanently improve (other than minor remodeling) any building or other facility.

The agency is responsible for repayment of any unallowable expenses incurred.

1.6.2 Guidance on Program Income. Collection of program income shall require prior approval from HHS. See HRSA Ryan White HIV/AIDS Policy Clarification Notice PCN #15-03 (https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf) and Frequently Asked Questions to Policy Clarification Notices 15-03 and 15-04 (<https://hab.hrsa.gov/sites/default/files/hab/Global/faq15031504.pdf>), for guidance on program income.

- a. Clients that are eligible for ADAP shall be enrolled in the state Benefits and Drug Assistance Program (BDAP) unless there are extenuating circumstances that cause a hardship for the client.

- b. Program income, including 340B Drug Pricing Program savings generated as a 340B covered entity pursuant to receipt of Iowa's federal Ryan White Part B funds, is considered to be program income of the Contractor and not of the Agency.
- c. All program income shall be reported monthly to the Agency. This will minimally include a general ledger report showing all program income earned and all related expenditures of the program income on a monthly basis. If needed, the Agency may require additional financial reporting and backup documents to be provided to the Agency to ensure compliance with Ryan White Program requirements.
- d. Program income earned from April 1, 2024, to March 31, 2025, must be fully expended by the end of that cooperative agreement budget period and cannot be carried forward into the next budget period.
- e. Program income generated under this Ryan White Part B Program by the Contractor must be reinvested in Ryan White Part B services and coordination of care services related to Ryan White Part B only. This may include staff salaries, employee related expenses, medication costs, operating expenses, and administrative costs.
- f. Utilization of program income is limited to expenses determined to be allowable by the Agency. Program income records for Ryan White Part B and ADAP services shall be made available to the Agency for assurance that such revenues are used to support related services. The Contractor shall have policies and procedures for handling Ryan White Part B revenue, including all program income.

1.6.3 Aggregate Data Publication. The Contractor agrees to provide a copy of all proposed publications to the Agency at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format without the prior written consent of the Agency. Any publication of aggregate data shall comply with Agency confidentiality guidelines.

1.6.4 Destruction of Data. The Contractor shall destroy all confidential data under the ownership of the Agency and any files created by linking these data files at the end of the contract period, unless need for further retention is approved in writing by the Agency. The destruction shall be by means which render the data or linked data files unidentifiable and useless. The Contractor shall provide written notification to the Agency of the destruction of the confidential data.

SPECIAL CONTRACT ATTACHMENTS

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

Attachment A: IowaGrants Contract Terms

Attachment B: Ryan White Data Systems – New User Form

Special Contract Attachment A: IowaGrants Contract Terms

This contract will be managed in IowaGrants.gov and the information contained in this attachment is incorporated into the contract.

A1. 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.

A2. Contractor's IowaGrants Grantee Contact is:

Name: Insert Name

Title: Insert title

Email: Insert Email Address

Phone: Insert phone number

A3. 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 (deliverables), 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.

A4. Incorporation by reference:

The Contractor shall maintain all information within the appropriate Grant Tracking Site component as required through this Contract to include, but not limited to the following Grant Tracking Site Components. Requests for changes to any of the Grant Tracking Site Components must be submitted to the Agency through the correspondence component of the Grant Tracking Site. Agency approved changes will be provided in writing or by making the updated component the current version within the system.

Grant Tracking Site Components:

- Work plans or Action Plans (document outlining the plan for meeting deliverables)
- Personnel for project implementation
- Progress/status reporting
- Budget form or payment tables
- Claims for payment

A5. 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 Agency's Contract Manager.

This contract and any future contract amendments or notices will be uploaded to the 'Contract Documents' component of the Grant Tracking Site created for this contract.

Public Health

IOWA HHS

Ryan White Data Systems – New User Form External User

Kim Reynolds
GOVERNOR

Adam Gregg
LT. GOVERNOR

Kelly Garcia
DIRECTOR

First Name: Click or tap here to enter text.

Last Name: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Organization: Click or tap here to enter text.

Indicate the systems for which the user needs a login (check all that apply):

☐ CAREWare

☐ Ryan White Electronic Management Information (REMI) System

NON-DISCLOSURE AGREEMENT

I understand that information maintained and managed by the Iowa Department of Health and Human Services (Iowa HHS) includes information that is confidential in nature and protected by the Code of Iowa and the Iowa Administrative Code.

I understand that information, including identifying and demographic data, is confidential and shall not be disclosed, except as authorized by state or federal law. I agree that I will use and disclose confidential information, records, and data only in connection with and for the purpose of performing my assigned duties with the Department and in accordance with my agency's contract with the IDPH General Conditions. I agree to not discuss, release, or otherwise disclose or disseminate any confidential information, records, and data except as expressly authorized by law.

I understand that it is my responsibility as a user of an Iowa HHS computer system to use reasonable measures to protect the information contained in the systems.

I understand that all passwords are confidential and that no password or security token is to be shared.

I acknowledge that if I violate this Agreement or the laws cited above, I may be subject to disciplinary action, possible civil penalties, and criminal prosecution. My signature below attests that I have read and understand this Agreement and agree to comply with the above terms.

New User Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____

Please email this form to RWDataHelp@hhs.iowa.gov

Updated September 2024