

CONTRACT DECLARATIONS AND EXECUTION

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|---|---|--|
| Contract #: BHTHPTR26### | | Procurement type/#: RFP BHTHPTR26039 |
| CONTRACT INFORMATION | | |
| Title of Contract: Recovery Housing Certification | | |
| Start Date: May 1, 2025 | End Date of Base Term of Contract: April 30, 2028 | End Date of Contract*: April 30, 2031 |
| *Possible Extension(s): The Agency shall have the option to extend this Contract up to three additional one year extensions. | | |
| CONTRACT FUNDING: | | |
| Maximum Contract Amount: \$600,000 | Maximum Base Term Amount: \$300,000 | ANNUAL funding amount by source: FEDERAL: \$100,000 STATE: \$0 OTHER:\$0 |
| IowaGrants.gov Registration and Access | | |
| <p>The Agency utilizes an electronic grant management system (IowaGrants.gov) for the contract activities for this project, referred to as a Grant Tracking Site. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor's designated Grantee Contact is the individual who shall regulate and assign access of appropriate individuals to this grant site on behalf of the Contractor. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking Site components including contracts and contract related forms, including but not limited to work plans, personnel, budgets, and reporting forms, and claims submission.</p> | | |

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

CONTRACTOR (hereafter "Contractor"):

| | |
|--|---|
| Contractor Legal Name and Principal Address (including DBA): Insert Contractor's legal name and address | Last Four Digits of Contractor's Tax ID #: ##### |
| | IowaAdvantage Vendor Code: Insert vendor code |
| Organized under the laws of: Insert State <i>If Individual/Sole Proprietor insert N/A</i> | 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 Email: Insert Email Address Phone: Insert phone number | Contractor's IowaGrants Grantee Contact Name: Insert Name Title: Insert title Email: Insert Email Address Phone: Insert phone number |
| Contractor's Program Manager Name: Insert Name Title: Insert title Email: Insert Email Address Phone: Insert phone number | Contractor's Billing/Claims Contact Name: Insert Name Title: Insert title Email: 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 50319-1002 | This space is intentionally left blank. |
| Agency authorized officials. | |
| Agency Contract Owner (refer to signature matrix policy) Name: Insert Contract Owner Name Email: Insert Contract Owner Email Address | Agency Contract Manager Name: Insert Contract Manager Name Email: Insert Contract Manager Email Address Phone: Insert phone number |
| Agency Program Manager Name: Insert Name Email: Insert Email Address Phone: Insert phone number | This space is intentionally left blank. |

| Contract Execution | |
|--|--|
| <p>The Contractor agrees to perform the work and to provide the services described in the Contract stated herein. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.</p> | |
| <p>The parties hereto have executed this contract on the day and year last specified below.</p> | |
| <p>For and on behalf of the Agency:</p> <p>By: _____</p> <p>Insert Signatory Name and Title</p> <p>Insert date (only required if not a digital signature): _____</p> | <p>For and on behalf of the Contractor:</p> <p>By: _____</p> <p>Insert date (only required if not a digital signature): _____</p> |

SECTION 1: Special Terms

1.1 Special Terms Definitions.

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

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

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

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

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

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

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

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

1.2 Contract Purpose.

The purpose of this Request for Proposal (RFP) # BHTHPTR26039 is to solicit applications that will enable the Iowa Department of Health and Human Services (referred to as Agency) to select the most qualified applicant to provide recovery housing certifications and certification training to individuals and organizations in Iowa.

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 April 1, 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 The contractor shall verify appropriate documentation, carry out necessary inspections, and complete certification and/or recertification for a minimum of ten recovery houses in Iowa annually

1.3.1.2 The contractor shall meet quarterly with Iowa HHS staff to discuss certifications in process or completed, as well as provide updates on other grant deliverables

1.3.1.3 The contractor shall provide annual training to at least four volunteers or partner organization staff in Iowa in order to increase people capable of completing inspections and certifications in Iowa

1.3.1.4 The contractor shall provide to Iowa HHS the names and appropriate information of organizations and homes completing certification through this contract

1.3.1.5 The contractor shall complete all required reports and submit pertinent data as requested by Iowa HHS

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.

- Semi-Annual Progress Repot. The Contractor shall submit semi-annually 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.
Due Date(s): November 1, 2025.
- Annual Progress Repot. The Contractor shall submit semi-annually 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.

Due Date(s): June 1, 2025

- **Monthly Claim and Supporting Documentation.** The Contractor shall submit monthly within 4 days of the end of the reporting period. Claims must contain supporting documentation reflecting activities completed and correlated expenses.

Due Date(s): Within 45 of end of month of services completed

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.

Performance Measure Description. The performance measure for this project will provide a monetary incentive if 5 or more people are trained in the process and requirements for certification of recovery residences per NARR standards.

Due date. This measurement will be taken annually on June 30 of each year.

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.

Monetary Incentive or Disincentive: The Contractor can earn a 2% incentive (\$2,000) to be paid out in the final claim of each year.

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 \$600,000 during the entire term of this Contract, which includes any extensions or renewals thereof.

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

Annual reimbursements shall not exceed the following:

| Payment Table | | |
|---------------|--|----------------------------|
| Contract Year | Period of anticipated available funds* | Anticipated Funding Amount |

| | | |
|--|------------------------------|-----------|
| Contract Year 1 (Base term) | May 1, 2025 – April 30, 2026 | \$100,000 |
| Contract Year 2 (Base term) | May 1, 2026 – April 30, 2027 | \$100,000 |
| Contract Year 3 (Base term) | May 1, 2027 – April 30, 2028 | \$100,000 |
| Contract Year 4 (First extension) | May 1, 2028 – April 30, 2029 | \$100,000 |
| Contract Year 5 (Second extension) | May 1, 2029 – April 30, 2030 | \$100,000 |
| Contract Year 6 (Third/final extension) | May 1, 2030 – April 30, 2031 | \$100,000 |

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

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

1.6.2 Payment Methodology/Reimbursement for Services (Budgets).

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

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

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

1.6.2.1 Deliverable-based Reimbursement. Reimbursement under this Contract will be deliverable-based pursuant to the determined deliverable. Reimbursement under the contract will be based upon the Contractor's successful completion of the deliverable. All deliverables must meet Agency approval prior to payment of the reimbursement amount. Failure to provide deliverables meeting Agency satisfaction will result in non-payment of corresponding deliverable.

The amounts determined per deliverable are fixed costs, all inclusive and no other costs or expenses will be provided to the Contractor. The Agency approved deliverable-based budgets will be marked as the current version in the IowaGrants Grant Tracking Site. Changes to a deliverable description or changes to fixed costs for specific deliverable(s) that will not change the overall annual budget may be allowed, but require prior written approval by the Agency. The Contractor shall submit a written justification request to the Agency for the proposed change. If approved, the Agency will negotiate the budget form and make approved changes as the current version. Any other budget modifications will require an amendment, see section 1.6.2.2.

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

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

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

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

1.6.4.2 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.

1.6.4.3 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.

1.6.4.4.1 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. **Delete #1 if services are statewide.**

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

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

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

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

| Type of Insurance | Limit | Amount |
|---|--|-------------|
| General Liability (including contractual liability) written on occurrence basis | General Aggregate | \$2 Million |
| | Product/Completed Operations Aggregate | \$1 Million |
| | Personal Injury | \$1 Million |
| | Each Occurrence | \$1 Million |

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

1.9 Data Sharing. Reserved.

Data and Security System Requirements.

1.10 Data and Security. If this Contract involves Confidential Information, the following terms shall apply:

1.10.1 Security Framework. The Contractor shall comply with at least one of the following and provide evidence of such compliance to Agency upon request:

- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Compliant with HIPAA Security Rule 45 CFR Part 160 and Subparts A and C of Part 164.

1.10.2 Vendor Security Questionnaire. The Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ) upon Agency request.

1.10.3 Cloud Services. The Contractor shall be compliant with at least one of the following and provide evidence of such compliance to Agency upon request:

- FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

1.10.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

1.10.5 Business Associate. If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website:

<https://hhs.iowa.gov/media/2904/download?inline>

1.11 Incorporation of General and Contingent Terms.

1.11.1 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 [Service Contracting | Health & Human Services \(iowa.gov\)](#) 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.

1.11.2 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 [Service Contracting | Health & Human Services \(iowa.gov\)](#) 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.

Is the Contractor subject to Iowa Code Chapter 8F?

Yes, this contract is subject to Iowa Code chapter 8F and by signing this contract, the Contractor agrees to complete and submit required certification and reporting as required in Section 3.4 of the Contingent Terms.

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. Upon the contract being subject to Iowa Code chapter 8F, the Contractor agrees to complete and submit the certification and reporting as required in Section 3.4 of the Contingent Terms.

Federal Subrecipient Reporting and FFATA Reporting:

Federal Subrecipient Reporting required?

Review the Guidance created for staff [here](#), make the appropriate selection below and then delete this statement.

YES (select yes if the Contract includes federal funds and the Contractor for federal reporting purposes under this Contract is a Subrecipient)
OR

No (select no if there are no federal dollars obligated to this contract or the Contractor for federal reporting purposes under this Contract is considered a Vendor (not a Subrecipient))

Federal Funding Accountability and Transparency Act (FFATA) Reporting required by Contractor?

Review the FFATA Guidance for staff [here](#), make the appropriate selection below and then delete this statement.

Select yes if the Contract includes greater than \$30K in federal funds and the Contractor for federal reporting purposes under this contract is a Subrecipient.

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. **NOTICE:** 1) Agency staff must schedule this as a progress report in order for the Contractor to fulfill this obligation. 2) Once the information is received from the Contractor, Agency staff must input the information received from the Contractor on this form into the federal reporting system **by the end of the month following the month of the award date.** Example: if the award is made October 15 the filing must be made by November 30.

OR

NO (select no if there are no federal funds, the amount of federal funds is less than \$30K, or the Contractor is considered a Vendor (not a subrecipient))

SPECIAL CONTRACT ATTACHMENTS

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