

Contract Declarations & Execution Page

CONTRACT #: 5884CPCXX	PROJECT TITLE: Child Protection Center/Children’s Advocacy Center
CONTRACTOR LEGAL NAME AND ADDRESS: Insert Contractor’s legal name and address	PROJECT PERIOD: July 1, 2021 - June 30, 2027
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: insert contractor’s 11 digit vendor #	CONTRACT PERIOD: July 1, 2023 - June 30, 2024
IOWA CODE CHAPTER 8F DESIGNATION: This contract is covered by Iowa Code chapter 8F This contract is NOT covered by Iowa Code chapter 8F At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, if the Contractor executes additional contracts with the Department, the aggregate of which exceed \$ 500,000, the contract will be covered.	TOTAL CONTRACT AMOUNT: \$245,000
	FUNDING SOURCE: FEDERAL: \$0 STATE: \$0 OTHER:\$245,000 Interagency State: \$245,000 Interagency Federal: \$0 Private/Fees/Other:\$0
	Federal Subrecipient Addendum Needed? NO
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p>	
<p>The Contractor has reviewed and agrees to the <u>Iowa Department of Public Health General Conditions Effective July 1, 2019</u> as posted on the Department’s website under Funding Opportunities or as available by contacting insert staff name at telephone (515) ###-####. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</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: _____	For and on behalf of the Contractor: By: _____

Erin Drinnin, Director, Division of Community Access
Iowa Department of Health & Human Services

Insert Date (required if not a digital signature):

Special Conditions for Contract # 5884CPCXX

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Agency) and the Contractor, as identified on the contract face sheet.

State Agency Transition Period

Effective July 1, 2022, through July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services (DHS) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Health and Human Services (Iowa HHS). For purposes of this Agreement throughout the transition period, "Agency" means either IDPH or DHS or Iowa HHS. Throughout the transition period, IDPH and Iowa HHS shall have and may exercise all legal powers and duties of IDPH, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services shall merge and become the Iowa Health and Human Services (Iowa HHS). For purposes of this Agreement on and after July 1, 2023, "Agency" means Iowa HHS. On and after July 1, 2023, Iowa HHS shall have and may exercise all legal powers and duties of the former IDPH, including executing all contractual rights and obligations.

Article II - Designation of Authorized State Official:

Erin Drinnin, Director, Division of Community Access is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Monica Goedken (515) 201-3265.

Article III - Designation of Contract Administrator:

Insert Name has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: insert name; telephone (); email address.

IowaGrants.gov. The Agency utilizes an electronic grant management system (IowaGrants.gov) for all contract activities. It is the Contractor's sole responsibility to ensure

appropriate individual(s) have registered within IowaGrants. 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 contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates insert name as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Agency Personnel

Name	Title	Email Address
Marcus Johnson-Miller	Bureau Chief	marcus.johnson@idph.iowa.gov
Monica Goedken	Violence Prevention Coordinator	monica.goedken@idph.iowa.gov
Libby Buchmeier	Contract Manager	libby.buchmeier@idph.iowa.gov

Key Contractor Personnel Essential personnel for delivery of services as determined by IDPH program

Name	Title	Email Address
	Project Director or Coordinator	
	Add more as applicable	

The Contractor shall notify the Agency in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

To provide Child Protection Center services within a designated DHS region of statewide coverage. Children’s Advocacy Center (CAC) is synonymous with Child Protection Center (CPC). This program promotes health equity through trauma-informed forensic interviewing and increased access to quality medical care for children ages 12 and below who experience

child abuse and maltreatment including but not limited to; neglect, physical abuse, child sexual abuse, incest, and rape.

The Child Protection Center (CPC) grant funds are intended to expand health equity through increased access to quality medical services, referral and support as an early intervention to disrupt the impact of childhood adverse experiences.

Priority populations include children from communities experiencing health disparities in Iowa. Priority populations include and are not limited to; children from underserved rural communities, children living within foster care, children with disabilities, children from BIPOC communities, and children who identify as non-binary or LGBT communities.

Funding will enhance the service capacity of CPCs to respond to allegations of child abuse including forensic interviews, medical evaluations, mental health services, victim support/advocacy, case review and case tracking. Child Protection professionals, law enforcement, prosecutors, mental health, victim service advocates and medical communities work together to meet the goals in CPC child abuse cases.

Article VI - Description of Work and Services:

In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall:

1) Comply with the goals and objectives of the CPC program which shall be consistent with those outlined in the Iowa Administrative Code 641-94.3 (135.118) for the Children's Protection Center grant program and the National Children's Alliance Standards.

2) Enhance the service capacity of the CPC to respond to allegations of child abuse including forensic interviews, medical evaluations, therapeutic interventions, victim support/advocacy, case review and case tracking.

3) Collect and report bi-annual data to Iowa HHS. The data used by Iowa HHS is defined by "NCAtrak". NCAtrak is the data collection system developed by the National Children's Alliance, the membership organization of Children's Advocacy Centers. NCAtrak provides a standardized method for entering, organizing, collecting, and aggregating data for each case entered into the NCAtrak data reporting system. NCAtrak data collects aggregate data of the child, family, alleged perpetrator, Child Protection and police investigations, Multi-disciplinary team activities and other various outcomes. Data shall be submitted in the format provided by the department

4) Participate in Iowa HHS requested site visits, meetings, calls and requests for presentations.

5) Provide Children’s Advocacy Center services to identified Iowa HHS CPS service regions/area.

6) Staff will attend at least one training relevant to health equity

Article VII – Performance Measure:

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

Per the National Children’s Alliance Standards for Accreditation Member’s Standard that states, “The CPC/CAC has culturally competent services which are routinely made available to all CPC/CAC clients and coordinated with the multidisciplinary team response. The CPC engages in community outreach with underserved populations.”

Measurement:

- 1) Documentation that demonstrates that the CPC has actively engaged with underserved populations in the region.
- 2) Documentation of two training sessions with organizations which represent those populations.

Criteria: Submission of documentation shall be received, reviewed and approved by the Agency, through IowaGrants.gov no later than June 30, 2024. An incentive of \$1,000 will be awarded on the last claim.

Article VIII – Reports:

The Contractor shall complete and submit the following reports. Reports shall be submitted in the grant site located in IowaGrants.

Report Title	Form Frequency/Type	Date Due
Progress Report	Semi-Annual	March 1, 2024 (Report period July 1, 2023 - January 31, 2024) August 1, 2024 (Report period Feb 1, 2024 - June 30, 2024)
Claims	Monthly	Within 45 day of the month accrued. Final

		claim due August 10, 2024
Performance Measure - List of trainings provided	Annual	August 10, 2023

Article IX - Budget:

Direct Cost Category	Budget
Salary and Fringe	\$
Other	\$
Direct Cost Subtotal	\$
TOTAL:	\$245,000

1. 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 site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract.
 - a. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - b. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.
2. Expenditure variance against direct cost budget line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
3. The Contractor shall receive written approval from the Agency prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:

The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in IowaGrants within 45 days of the month of expenditures.

The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission:

Notwithstanding the timeframes above, and absent:

- a. longer timeframes established in federal law or
- b. the express written consent of the Agency

the Contractor shall submit all claims to the Agency by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Agency may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Agency shall pay all approved invoices/claims in arrears. 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.

4. The Agency provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.

5. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services, or for expenses at an in-state event if the lodging provider is not certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.

- a. Current in-state and out of state travel rate reimbursements can be found posted on the Agency's IDPH General Conditions for Service Contracts website.
- b. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stophtiowa.org/certified-locations>. 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.

6. Final 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.

Article XI – Additional Conditions

1. 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.

2. The Contractor shall ensure all Iowa Grant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Agency, an amendment to the contract may be required.

3. 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 6, 2024