# **STATE OF IOWA DEPARTMENT OF** Health

Adam Gregg LT. GOVERNOR

Kelly Garcia DIRECTOR

# CONTRACT DECLARATIONS AND EXECUTION

Contract #: COAC PVH 24 xxx	Procurement RFP#5882402		<b>Project Period</b> : May 1, 2024 through April 30, 2027		
CONTRACT INFORMATION	CONTRACT INFORMATION				
Title of Contract: Adolescent Mental Health Pilot Project					
Start Date: May 1, 2024	End Date of E Contract: April 30, 2027		End Date of Contract*: April 30, 2027		
* <b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to one (1) additional one year extension.					
CONTRACT FUNDING:					
Maximum Contract Amount: \$0	Maximum Ba Amount: \$0	se Term	ANNUAL funding amount by source: FEDERAL: \$0 STATE: \$0 OTHER:\$0		
IowaGrants IowaGrants.gov	Registratio	n 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.					
<b>Parties to the Contract.</b> 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"):					
(including DBA): Insert Contractor's legal name and address		State of Iowa Department of Administrative Services Vendor #: insert contractor's 11 digit vendor # AND Last Four Digits of Contractor's Tax ID #: #####			
Organized under the laws of: Inse Individual/Sole Proprietor insert N/A	t State <i>If</i> <b>Type of Business:</b> Corporation, non-profit, etc.				

<b>Contractor's authorized officials.</b> The Cont working days of any change of Contractor's Authorized C		
Contractor's Contract Manager This individual is responsible for financial and administrative matters of this contract. Name: Insert Name Title: Insert Name 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: lowa Department of Health and Human Services Lucas State Office Building, 321 East 12th Street Des Moines, IA 50319	This space is intentionally left blank.	
Agency authorized officials.		
Agency Contract Owner Name: Juliann Van Liew EMail: juliann.vanliew@idph.iowa.gov	This space is intentionally left blank.	
Agency Program Manager Name: Amy Chebuhar EMail: amy.chebuhar@idph.iowa.gov Phone: 515-410-6006	Agency Contract Manager Name: Libby Buchmeier EMail: libby.buchmeier@idph.iowa.gov Phone: 515-332-6112	
Contract Execution		
The Contractor agrees to perform the work and to stated herein. In consideration of the mutual cove valuable consideration, the receipt, adequacy and acknowledged, the parties have entered into this representatives to execute this Contract.	nants in this Contract and for other good and I legal sufficiency of which are hereby	
The parties hereto have executed this contra	act on the day and year last specified below.	
For and on behalf of the Agency: For and on behalf of the Contractor:		
By: Juliann Van Liew, Director, Wellness & Preventive Health Iowa Department of Health and Human Services Insert date (only required if not a digital signature):	By: Insert date (only required if not a digital signature):	

# **SECTION 1: Special Terms**

#### 1.1 Special Terms Definitions.

"Additional Grantee Contacts" means the additional individuals that are registered users in lowaGrants.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 lowaGrants.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.

"Adolescent" is an individual aged 10 through 21 years of age.

"Enrolled Provider" is a primary care provider who has agreed to provide data to the project, implement practice changes to increase their capacity to manage adolescent mental health in their practice, and has engaged in at least one consultation session with a prescribing or non-prescribing mental health clinician.

"Medical Home and/or Medical Home Model" is providing both preventive and appropriate acute care for children and adolescents in a consistent primary care setting that maintains a comprehensive medical record and coordinates the child's care.

**"Mental Health Screening"** is a validated, evidenced based, and standardized tool used to determine the presence of symptoms of any kind of mental health disorder.

"Non-Prescribing Mental Health Clinician" means a master's or doctorate prepared clinician such as an MSW (e.g., LMSW, LISW), MS (e.g., LMFT, LMHC) or Doctorate of Psychology (PsyD).

"**Practice Consultant**" means a specific, named mental health clinician with a minimum of 2 years experience training and/or consulting with other health care providers; and a minimum of 2 years experience providing mental health care to adolescents within the last 5 years. May be an employee or subcontracted.

**"Prescribing Mental Health Clinician"** means a medical doctor (MD), doctor of osteopathic medicine (DO), nurse practitioner (NP), physician assistant (PA) with specialized training in mental health such as a psychiatrist, psychiatric/mental health nurse practitioner, psychiatric/mental health physician assistant.

"**Primary Care Provider**" (PCP) means a physician or doctor, nurse practitioner, or physician assistant working in internal medicine, general medicine, pediatrics or family medicine currently practicing in primary care in Iowa.

**"Priority Population"** is an adolescent or their parent/primary caregiver identifying as one or more of these populations: African American, Black, or African; Asian, Pacific Islander; father;

Hispanic or Latinx; lesbian, gay, bisexual, transgender, queer, intersex and emerging terms (LGBTQI+); Native American or Alaska Native; person with disabilities; and refugee or immigrant.

**"Target Audience"** may be all primary care providers or a specific subset of primary care providers in the defined service area. Examples: all PCPs in a specific medical system, PCPs serving a specific percentage or higher of adolescents, nurse practitioners in the service area, etc.

"**Well Visit**" is a comprehensive visit that follows the Iowa EPSDT schedule and recommendations. The well visit shall include all of the following:

- Comprehensive history and assessment of physical and mental health, development, and nutrition.
- Unclothed/undressed and draped physical exam
- Age-appropriate immunizations as recommended by the Advisory Committee on Immunization Practices
- Hearing and vision screening
- Oral health screening and risk assessment
- Age-appropriate laboratory tests
- Health education and anticipatory guidance

Reproductive health only exams, sports or participation physicals and other exams that do not include all of the elements above do not qualify as a well visit.

#### 1.2 Contract Purpose.

To provide peer to peer practice consultation with primary care providers (PCP) in lowa to increase PCP's ability to manage adolescent mental health in the primary care setting through long-term practice changes.

#### 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 December 31, 2026.
- **B. Deliverables.** In compliance with the Agency-approved work plan within lowaGrants, the Contractor shall complete the following deliverables and work:
  - **1.3.1.1** Promote the medical home model throughout the project period.
  - **1.3.1.2** Recruit and enroll practicing primary care providers into the Adolescent Mental Health Pilot Project in years one and two of the project.
  - **1.3.1.3** Provide peer to peer consultation with practicing primary care providers serving adolescents in Iowa during years one and two, with remediation as needed in year three.
  - **1.3.1.4** Utilize evidence-based strategies and information in the promotion of high-quality mental health care for adolescents throughout the project period.
  - **1.3.1.5** Utilize prescribing and/or non-prescribing mental health clinician(s) experienced in providing mental health care to adolescents as a practice consultant(s) throughout the project period.

- **1.3.1.6** Utilize strategies intended to support long term practice change defined as change sustained at 12 months throughout the project period.
- **1.3.1.7** Conduct an evaluation of the project to explore the impact of peer to peer practice consultation on increasing adolescent mental health visit access, utilization, and quality. Year three of the project will be dedicated entirely to evaluation of the project.
- **1.3.1.8** Collect, utilize, evaluate and report data on the number of PCPs implementing practice changes, the number of mental health visits pre and post intervention, and the impact of the intervention through change sustained at 6 and 12 months post intervention, with quarterly reporting throughout the project period.
- **1.3.1.9** Up to monthly meetings with Iowa HHS Child & Adolescent Health program staff as requested by Iowa HHS or successful applicant(s) throughout the project period.
- **1.3.1.10** Up to monthly progress reports throughout the project period.
- **1.3.1.11** Up to quarterly data reports throughout the project period.
- **1.3.1.12** Up to annual reports throughout the project period.

**1.3.2 Contractor's Personnel for Project Implementation.** The Contractor shall maintain an accurate listing of staff specified for project implementation, meeting all minimum staffing requirements as required by the Agency, within the personnel form Component, located in the lowaGrants 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. Modifications to Agency-approved/current versions of personnel forms require Agency negotiation of the Correspondence component for requests to modify the personnel Component.

# 1.3.3 Required Progress Reporting and Monitoring.

**1.3.3.1 Progress (Status Reports)** The Agency requires the Contractor to report on the progress and performance of the Deliverables and work plans through regular progress reporting. Performance of Contractors completion of deliverables pursuant to the Agency approved work plans will be monitored through progress reports as outlined in this section. The Agency will schedule the various required reports within the progress report Component of the Contractor's Grant Tracking Site. The Contractor shall complete and submit the following reports, data and information by the deadlines provided by the Agency. Reports shall be submitted in the Grant Tracking Site located in IowaGrants, in the Progress Reports or Status Reports component unless notified otherwise below. Upon Contractor's completion and submission of required reports by the scheduled due dates, the Agency will review and either approve or require additional information via an IowaGrants Negotiation process. The Agency shall review and monitor submitted reports, as well as other data and information for completeness, timeliness, and overall performance pursuant to the Contract.

Report Title	Type/Frequency	Due Date	
Subcontracts	Submit upon execution and with any amendments	Within 15 days of execution or an amendment.	

FFATA Report	One submission per contract year.	Annually within 15 days of the start of the project period.	
Summary of insurance for Professional Liability, Property, Casualty, Fidelity, Bonding, and Officers and Directors coverage	One submission per contract year.	Annually within 15 days of the start of the project period.	
Monthly Expenditure and Match Report	Claims documentation/Monthly Monthly, within 45 days on the end of the expenditur month.		
Year-End Report	Annually	June 14, 2025 February 16, 2026 February 15, 2027	
Adolescent Mental Health Progress Report	Up to Monthly.	The 7th of the month following the report time frame.	
Adolescent Mental Health	Up to Quarterly.		
Data Report	Year 1: Qtr 1 - 05/01/24 - 07/31/24 Qtr 2 - 08/01/24 - 10/31/24 Qtr 3 - 11/01/24 - 01/31/25 Qtr 4 - 02/01/25 - 04/30/25	Qtr 1 - August 15, 2024; Qtr 2 - November 15, 2024; Qtr 3 - February 14, 2025; Qtr 4 - May 16, 2025	
	Year 2: Qtr 1 - 05/01/25 - 07/31/25 Qtr 2 - 08/01/25 - 10/31/25 Qtr 3 - 11/01/25 - 01/31/26 Qtr 4 - 02/01/26 - 04/30/26	Qtr 1 - August 15, 2025 Qtr 2 - November 14, 2025 Qtr 3 - February 16, 2026 Qtr 4 - May 16, 2026	
	Year 3: Qtr 1 - 05/01/26 - 07/31/26 Qtr 2 - 08/01/26 - 10/31/26 Qtr 3 - 11/01/26 - 01/31/27 Qtr 4 - 02/01/27 - 04/30/27	Qtr 1 - August 14, 2026 Qtr 2 - November 16, 2026 Qtr 3 - February 15, 2027 Qtr 4 - May 16, 2027	

**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 lowaGrants virtual platform, or other method as deemed appropriate by the Agency. The frequency and need for site reviews will be determined at the discretion of the Agency.

# 1.4 Performance Measure and Monitoring Expectations.

A. Year One Adolescent Mental Health Pilot Project Practice Enrollment Measure: Successful applicants will enroll the number of providers stated in the application. Successful applicants should be on target to enroll the agreed-upon number of providers by the third quarter Adolescent Mental Health Data Report (Reporting Period November 1, 2024 through January 31, 2025).

- i. Due Date: February 14, 2025.
- ii. **Data to be used for the measure:** Calculated using Contractor data tracked and submitted up through the third quarter Adolescent Mental Health Data Report for contract year one submitted in IowaGrants.
- iii. **Disincentive:** 3% of the total initial contract amount.
- iv. Agency Monitoring of Performance Measure: If less than 75% of the number of providers stated in the application for Year One have been enrolled by January 31, 2025, the Agency may deduct a disincentive of 3% of the total initial contract amount from the next available claim.
- B. Year Two Adolescent Mental Health Pilot Project Practice Enrollment Measure: Successful applicants will enroll the number of providers stated in the application. Successful applicants should be on target to enroll the agreed-upon number of providers by the third quarter Adolescent Mental Health Data Report (Reporting Period November 1, 2025 through January 31, 2026) for contract year two.
  - i. Due Date: February 16, 2026.
  - ii. **Data to be used for the measure:** Calculated using Contractor data tracked and submitted up through the third quarter Adolescent Mental Health Data Report (reporting period August 1, 2025 through October 31, 2025) for contract year two submitted in IowaGrants.
  - iii. **Disincentive:** 3% of the total initial contract amount.
  - iv. Agency Monitoring of Performance Measure: If less than 75% of the number of providers stated in the application for Year Two have been enrolled by January 31, 2026, the Agency may deduct a disincentive of 3% of the total initial contract amount from the next available claim.
- C. Adolescent Mental Health Pilot Project Long Term Practice Change Performance Measure: At 12 months post intervention, 80% of PCP practices have sustained 80% of practice changes to increase the capacity, ability, and comfort level of PCP's to safely treat and manage common mental health conditions, and improve the accessibility of mental health care of adolescents over the baseline pre-intervention period. This performance measure will be calculated using contractor data tracked and submitted.
  - i. **Due Date:** February 16, 2027.
  - ii. **Data to be used for the measure:** Calculated using contractor data tracked and submitted in IowaGrants.
  - iii. **Incentive:** 3% of the total initial contract amount.
  - iv. **Agency Monitoring of Performance Measure:** Following the Agency's determination that the measure is met using contractor data reported by February 16, 2027, a 3% of the total initial contract amount incentive payment will be paid to the contractor on the next available claim payment in IowaGrants.gov.

The Contractor shall submit any documentation required for the performance measure into the appropriate Component of the Grant Tracking Site within IowaGrants.gov

#### 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.

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.

Payment Table		
Contract Year	Period of anticipated available funds*	Anticipated Funding Amount
Contract Year 1	May 1, 2024 through September 30, 2024	\$xxxx
May 1, 2024 through April 30, 2025	May 1, 2024 through April 30, 2025	\$xxxx
Contract Year 2	May 1, 2025 through September 30, 2025	\$xxxx
May 1, 2025 through April 30, 2026	May 1, 2025 through April 30, 2026	\$xxxx
<b>Contract Year 3</b> February 1, 2026 through April 30, 2027	May 1, 2026 through September 30, 2026	\$xxxx
	May 1, 2026 through April 30, 2027	\$xxxx

Annual reimbursements shall not exceed the following:

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

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

#### 1.6.2 Payment Methodology/Reimbursement for Services (Budgets).

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

It is anticipated that budgets will be added on an annual basis, pursuant to the Payment Table, available funding column above in section 1.6.1. Notice: The award amount listed

within the IowaGrants Grant Tracking Site (budget form and award amount) may be Iower 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 lowaGrants grant site for this Contract, are incorporated by reference. Reimbursement for expenses will be in compliance with the Agency approved budget(s).

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

- A. Expenditure variance against direct cost budget category amounts are allowed up to a maximum of 10% of the annual amount on a cumulative basis not to exceed the annual total. The Contractor shall submit a written justification to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance between line item amounts (categories).
- B. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line item category not previously approved are anticipated.
- C. Administrative Costs are capped at (limited to) 15% of the direct costs proposed in the budget.
- D. Equipment may not be purchased with these funds.
- E. If travel is allowed, the reimbursement of travel expenses are capped at the limits established by the <u>lowa Department of Administrative Services</u>.
- 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:
  - 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: + \$0
    - b. Contract year two, potential incentive amount: + \$0
    - c. Contract year three, potential incentive amount: + \$xxxx
  - 2. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
  - 3. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.

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

• When the Contractor anticipates expenditures against a budget line, unit cost, or Deliverable item not previously approved or open.

- When a fixed cost or cost per unit changes.
- When the annual or total contract amount changes.

**1.6.2.3 Match.** The Agency will reimburse the Contractor for expenditures at a rate not to exceed the percentage that the contract amount represents of the total budget (excluding soft match).

**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 <u>Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210</u>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by the Iowa Department of Administrative Services.

**1.6.3.2 Lodging Restrictions.** To be reimbursed for lodging that occurred at a lodging provider that must pay lowa 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 lowa Department of Public Safety, currently at

https://stophtiowa.org/certified-locations, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screenshot of this verification showing the lodging provider is a certified location with the claim for reimbursement. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.

#### 1.6.4 Payment Terms.

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

**1.6.4.2 Timeframes for Regular Submission of Claims**. The Contractor shall submit a claim and any required supporting documentation itemizing work performed and for services rendered in accordance with this Contract and the

Reimbursement for Services budget. The claim shall be submitted monthly in the Grant Tracking Site within 45 days of the month of expenditures.

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

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

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

The Agency shall pay all approved Claims in arrears and in conformance with lowa 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 lowa law.

#### 1.6.4.4 Submission of Claims at the End of State Fiscal Year (SFY).

Notwithstanding the time frames above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Claims to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30), regardless of funding source.

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

#### 1.7 Additional Contract Conditions.

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

local board of health, including timely and effective communications and ongoing collaboration.

**1.7.2 Revisions to Grant Tracking Site Components.** The Contractor shall ensure all lowaGrant 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.** 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.

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

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

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

# 1.9 Data Sharing.

Reserved.

# 1.10 Incorporation of General and Contingent Terms.

1.10.1 General Terms for Service Contracts ("Section 2"). The General Terms for

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

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

#### 1.11 Additional Terms.

Reserved.

#### Contractor subject to Iowa Code Chapter 8F?

Yes, this contract is subject to Iowa Code chapter 8F

No, this contract is NOT subject to Iowa Code chapter 8F

At the time of execution, this contract is NOT subject to Iowa Code chapter 8F, if the Contractor executes amendments or additional contracts with the Agency, the aggregate of which exceeds \$500,000, the contract will be subject to Iowa Code Chapter 8F

#### Federal Subrecipient Reporting and FFATA Reporting: