Contract Declarations & Execution Page

CONTRACT #: 5881BHP12	**PROJECT TITLE:** Hospital Preparedness and Response System Development
CONTRACTOR LEGAL NAME AND ADDRESS: Cerro Gordo County Board of Health 220 N Washington Ave, Mason City, IA 50401	**PROJECT PERIOD**: July 1, 2020 – June 30, 2025
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002118910	**CONTRACT PERIOD**: July 1, 2020 – June 30, 2021
Warrant/payment mailing address (if different from legal address): N/A	**TOTAL CONTRACT AMOUNT**: $102,163
	FUNDING SOURCE: FEDERAL: $102,163 STATE: $0 OTHER:$0 Interagency State: $0 Interagency Federal: $0 Private/Fees/Other:$0
	Federal Subrecipient Addendum Needed? YES

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.

The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019 as posted on the Department's website under Funding Opportunities or as available by contacting John Hallman at telephone (515) 281-4054. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Department: By:_______________________________________ Ken Sharp, MPA, RS, Director Division of Acute Disease Prevention, Emergency Response & Environmental Health	**For and on behalf of the Contractor:** By:_____________________________________ Insert Date (required if not a digital signature): _____________

Special Conditions for Contract # 5881BHP12

Article I- Identification of Parties:

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

Article II - Designation of Authorized State Official:

Ken Sharp, Director, Division of Acute Disease Prevention, Emergency Response, and Environmental Health 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 John Hallman at telephone (515) 281-4054.

Article III - Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the Department and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. 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 Contractor designates Jodi Willemsen 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:

Department Personnel

Name	Title	Email Address
Rebecca Curtiss	Bureau Chief	Rebecca.curtiss@idph.iowa.gov
Brent Spear	Program Consultant	Brent.spear@idph.iowa.gov
Alex Carfrae	Preparedness Coordinator	Alex.carfrae@idph.iowa.gov
John Hallman	Program Contract Manager	John.hallman@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
Jodi Willemsen	Project Director	jwillemsen@cghealth.com
Marcy Strasheim	Fiscal Officer	mstrasheim@cghealth.com
Bryan Williams	Clinical Advisor	williabj@mercyhealth.com
TBD	Readiness and Response Coordinator	TBD

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

Article V - Statement of Contract Purpose:

The purpose of this contract is for the Contractor to lead system development in coordinating and advancing healthcare system emergency preparedness in the identified service area. Contractors will be responsible to ensure the systems can prevent, prepare for, respond to, and recover from incidents that affect the readiness of the healthcare system and to decrease mortality and morbidity in disasters and to strengthen and enhance the acute care medical surge capacity through the maintenance and growth of strong service areas. This goal will be supported through implementation of the Hospital Preparedness Capabilities.

This project supports health equity by ensuring that systems are developed to protect population safety, particularly among the most vulnerable. Systems should address the opportunities and challenges facing all people in the community, including older adults, young children, those without access to transportation, and those living in rural areas. Systems to coordinate and advance emergency preparedness in the identified service area must work to ensure equitable outcomes by creating organizational infrastructure that makes the healthy and safe choice easy and possible for all members of the community.

Goals and Objectives of the program

Collaboration with the Department, as well as the other key players within each service area are required to develop and sustain an integrated public health and healthcare system. This integrated system will support ESF-8 Public Health and Medical Services response within a service area to prevent, prepare for, respond to, and recover from incidents that impact the health of the public including those with special needs. The activities described below in this section are specific activities required by the federal cooperative agreement and will move Iowa towards meeting the goal of this program and accomplish the following initiatives:

1. Develop a system of traditional and non-traditional partners to build and sustain healthcare capacities that support day-to-day operations and response efforts associated with ESF 8 and the health components of other ESFs.
2. Identify and collaboratively review discipline specific needs/risk assessments within the service area to identify and address risks affecting the system.
3. Share information to identify healthcare system resources/services and collaborate to ensure optimal utilization and acquisition of those resources/services to address needs affecting the system.

4. Develop and coordinate planning efforts of the service area partners to increase efficiency and effectiveness implementing day-to-day and emergency response efforts.
5. Evaluate and conduct training needed to implement system development activities eliminating redundancy in training efforts and sustaining existing training competencies.
6. Identify and coordinate exercise needs to effectively achieve program and entity exercise requirements.
7. Engage in quality and performance improvement activities to improve efficiency of the healthcare system through data driven review of provided care, after action report reviews, development of improvement plans, and measuring progress of improvement implementation.
8. Develop and coordinate planning efforts to provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled infrastructure.
9. Collaborate with public health, EMS, and trauma partners to assure system wide planning and response efforts.

Article VI - Description of Work and Services:

In collaboration with the Department and in compliance with the Department-approved work plan and budget workbooks within IowaGrants, the Contractor shall conduct outputs that support the following capabilities:

1. Capability: Foundation for Health Care and Medical Readiness

1.1 Objective: Identify Risks and Needs

1.1.1 Activity: Service area **must** annually update and maintain the service area hazard vulnerability assessment (HVA) to identify risks and impacts. All service area projects **must** be tied to a hazard or risk from the service area's HVA, an identified capability gap, or an activity identified during a corrective action process.

1.1.2 Activity: Service area **must** annually update and maintain EMResource and conduct a resource inventory assessment to identify health care resources and services at the hospital and service area levels that could be coordinated and shared in an emergency. Service area will ensure that visibility on the members' resources and resource needs, such as personnel, facilities, equipment, and supplies are maintained.

1.2 Objective: Develop a Health Care Coalition Preparedness Plan (the plan emphasizes strategies and tactics that promote communications, information sharing, resource coordination, and operational response planning with service area members and other stakeholders.)

1.2.1 Activity: Service area **must** annually update and maintain the current service area preparedness plan and/or following major incidents or exercises. The plan must be approved by all service area core member organizations (acute care hospitals, EMS, emergency management, public health). All of the non-core members should be given an opportunity to provide input into the preparedness plan. All member organizations must receive a final copy of the plan.

1.3 Objective: Train and Prepare the Health Care and Medical Workforce

1.3.1 Activity: Service area will assist the members with NIMS implementation throughout the project period to maintain service area NIMS compliance and **must**:

- Ensure service area leadership receives NIMS training based on evaluation of existing NIMS education levels and need

- Promote NIMS implementation among service area members, including training and exercises, to facilitate operational coordination with public safety and emergency management organizations during an emergency using an incident command structure
- Assist service area members with incorporating NIMS components into emergency operations plans

1.3.2 Activity: Service areas **must** submit, with annual work plan, a list of planned training activities (relevant to identified risks, resource gaps, work plan priorities, and corrective actions from prior exercises and incidents). Training activities may include but are not limited to initial education, continuing education, and just-in-time training. Awareness and operational level training on all aspects of service area functions focused on preparedness, response, and recovery should be included.

1.3.3 Activity: (Joint HPP/PHEP Activity) Service areas, as part of a coordinated statewide effort, must conduct a joint statewide exercise (functional or full-scale exercise) once during the project period to test progress toward achieving the capabilities outlined in the 2017-2022 Health Care Preparedness and Response Capabilities and the Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health, and in collaboration with cross-border metropolitan statistical area/Cities Readiness Initiative regions. All joint HPP and PHEP exercises, including MCM exercises, must include a surge of patients into the health care system.

2. Capability: Health Care and Medical Response Coordination
2.1 Objective: Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans

2.1.1 Activity: **(Joint HPP/PHEP Activity)** Service area **must** coordinate the development of its response plan by involving core members and other members so that, at a minimum, hospitals, EMS, emergency management organizations, and public health agencies are represented in the plan. Each service area should review and update its response plan annually and following major incidents or exercises. The updated plan must be approved by all its core members. All of the additional member organizations should be given an opportunity to provide input into the response plan, and all member organizations must receive a final copy of the plan. The service area and its members **must**, at a minimum, define and integrate into their response plans procedures for sharing essential elements of information (EEIs). This includes but is not limited to the current operational status of facilities, elements of electronic health records, and resource needs and availability.

2.1.2 Activity: **(Joint HPP/PHEP Activity)** Service areas response plan **must** describe the operational roles that support strategic planning, situational awareness, information sharing, and resource management. This includes, but is not limited to, the following:

- Service area integration with the jurisdiction's ESF-8 lead agency to ensure information is provided to local, state, and federal officials, including participation in current and future federal health care situational awareness initiatives.
- The service areas ability to effectively communicate and address

resource needs requiring ESF-8 assistance. In cases where the service area serves as the jurisdiction’s ESF-8 lead agency, the service area response plan may be the same as the ESF-8 response plan.

- The service area’s ability to support the increase of emergency and inpatient services to meet the demands of a medical surge event (with or without warning; short or long duration). All communities should be prepared to respond to conventional and mass violence trauma.
- The service area’s ability to determine bed, staffing, and resource availability; identify patient movement requirements; support acute care patient management and throughput; initiate and support crisis care plans.
- The provision of behavioral health support and services to patients, families, responders, and staff.
- The incorporation of available resources for the management of mass fatalities through ESF8.

2.2 Objective: Utilize Information Sharing Processes and Platforms

2.2.1 Activity: **(Joint HPP/PHEP Activity)** By June 30, 2021, the service area, in coordination with its public health agency members and HPP and PHEP recipients **must** develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and between health care organizations during responses.

2.3 Objective: Coordinate Response Strategy, Resources, and Communications

2.3.2 Activity: To ensure the continuity of information flow and coordination activities, multiple employees from each service area member organization **must** understand and have access to the service areas information sharing platforms.

2.3.3 Activity: **(Joint HPP/PHEP Activity)** Service areas **must** provide a communication and coordination role within their respective jurisdictions. This coordination ensures the integration of health care delivery into the broader community incident planning objectives and strategy development. It also ensures that resource needs that cannot be managed within the service area itself are rapidly passed along to the jurisdiction’s ESF-8 lead agency. Service area coordination may occur at its own coordination center, the local EOC, or by virtual means – all of which are intended to interface with the jurisdiction’s ESF-8 lead agency. Service areas should connect the medical response elements and provide the coordination mechanism among health care organizations, including hospitals and EMS, emergency management organizations, and public health agencies.

3. Capability: Continuity of Health Care Service Delivery

3.2 Objective: Maintain Access to Non-Personnel Resources during an Emergency

3.2.2 Activity: Service areas purchasing pharmaceuticals and other medical materiel or supplies (e.g., PPE) with HPP funds **must** document the following:

- Strategies for acquisition, storage, rotation with day-to-day supplies, and use
- Inventory Management Program Protocols for all cached material
- Policies relating to the activation and deployment of their stockpile
- Policies relating to the disposal of expired materials. ASPR encourages, when possible, regional procurement of PPE.

This procurement approach may offer significant advantages in pricing and consistency for staff, especially when PPE is shared across health care

organizations in an emergency. Additionally, in circumstances where service area members are part of a larger corporate health system, a balance between corporate procurement and regional procurement should be considered.

4. Capability: Medical Surge

4.1 Objective: Plan for a Medical Surge

4.1.1 Activity: **(Joint HPP/PHEP Activity)** The service area preparedness and/or response plan will document processes for members to manage staffing resources, including volunteers, within hospitals and other health care settings. This includes:

- Identifying situations that would require supplemental staffing in hospitals and leverage existing hospital and health system staff sharing agreements and resources, to include volunteers.
- Developing rapid credential verification processes to facilitate emergency response.
- Identifying and addressing to the extent possible volunteer liability, licensure, workers compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.
- Leveraging existing government and non-governmental volunteer registration programs, such as Iowa Statewide Emergency Registry of Volunteers (i-SERV) and Medical Reserve Corps (MRC) personnel, to identify and staff health care-centric roles during acute care medical surge response events.
- Incorporating hospital, HCC, jurisdictional, or state-based medical assistance teams into medical surge planning and response.

4.1.2 Activity: Service areas **must** develop complementary coalition-level annexes to the base medical surge/trauma mass casualty response plan(s) to manage a large number of casualties with specific needs. In addition to the usual information management and resource coordination functions, each specialty surge annex framework should be similarly formatted and emphasize the following core elements:

- Indicators/triggers and alerting/notifications of a specialty event
- Initial coordination mechanism and information gathering to determine impact and specialty needs
- Documentation of available local, state, and interstate resources that can support the specialty response and key resource gaps that may require external support (including inpatient and outpatient resources)
- Access to subject matter experts – local, regional, and national
- Prioritization method for specialty patient transfers (e.g., which patients are most suited for transfer to a specialty facility)
- Relevant baseline or just-in-time training to support specialty care
- Evaluation and exercise plan for the specialty function
- Service areas must work with the Department to validate each annex (i.e. Burn Annex, Infectious Disease Annex,

Radiation Annex, and Chemical Annex) via a standardized tabletop/discussion exercise format and submit the results and data sheet as required.

Infectious Disease Annex – in addition to above consider:

- Develop coalition-level anthrax response
- Develop coalition-level pandemic response plan
- Develop continuous screening process for acute care patients and integrate information with electronic health records (where possible)
- Coordinate visitor policies for infectious disease at member facilities to ensure uniformity
- Coordinate MCM distribution and use by health care facilities for prophylaxis and acute patient treatment
- Develop and exercise plans to coordinate patient distribution for highly pathogenic respiratory viruses and other highly transmissible infections, including complicated and critically ill infectious disease patients, when tertiary care facilities or designated facilities are not available

Article VII – Performance Measure:

The following performance measures will apply to this contract:

Measurement: Reports will be reviewed and approved by the Department. The reports must demonstrate progressive achievement. Reports must be submitted by the due dates.

Department will withhold ten (10) percent from each reimbursement claim pending Department approval of the Progress Report and Contractor meeting submission deadlines.

If the Contractor demonstrates progressive achievement of the work plan activities within Progress Reports, the Department will release the ten (10) percent withheld from the July through December claims. If the Contractor fails to demonstrate progressive achievement of the required activities in the Progress Reports or fails to submit by due date, the Department will retain the 10% withheld from the July through December claims.

If the Contractor demonstrates completion of the work plan activities within the Progress Report, the Department will release the ten (10) percent withheld on the January through June claims on the final claim. If the Contractor fails to demonstrate completion of required activities and progressive achievement of the optional activities in the Progress Report or fails to submit by due date, the Department will retain the 10% withheld from the January through June claims.

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

Article VIII – Reports:

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

Report Title	Form Frequency/Type	Date Due

Subcontracts- draft, unsigned	Type: Subcontract Documents	Submit for Department approval prior to obtaining signatures
FFATA Report	Type: FFATA Report	July 15, 2020
5-year exercise plan and 2-year proposed training plan	Type: Monitoring	Within 30 Days of IDPH Signing the Contract
Updated: • Fiscal policies • Organizational documents • Meeting Schedules • Membership List	Type: Monitoring	Within 30 Days of IDPH Signing the Contract
Progress Report (also includes): • emPOWER and SVI • Meeting Minutes • Information Sharing Platform List • Redundant Communication Drill	Type: Semi-Annual	January 31, 2021 and June 30, 2021
Updated Hazard Vulnerability Assessment (HVA)	Type: Final	June 30, 2021
NIMS Compliance	Type: Final	June 30, 2021
Updated Preparedness Plan	Type: Final	June 30, 2021
Updated Response Plan	Type: Final	June 30, 2021
Inventory Management Protocol	Type: Final	June 30, 2021
Final Specialty Annex to Response Plan & tabletop exercise AAR/IP	Type: Final	June 30, 2021
Coalition Surge Test Tool AAR/IP	Type: Unspecified	Within 60 days post exercise, no later than June 30, 2021
Completed Trainings	Type: Monthly	August 1, 2021

Article IX - Budget:

Direct Cost Category	**Department Budget**	**Match**

Salary and Fringe	$50,625	
Other	$4,100	
Supplies	$31,090	
Travel	$3,022	
Direct Cost Subtotal	**$88,837**	
Indirect Rate (15% on all direct costs)	$13,326	
TOTAL:	$102,163	$10,216

1. 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 Department 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.
2. The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.
3. Federal funds may be used to supplement, but may not be used to supplant existing funding. “Supplement” means to “build upon” or “add to”; “supplant” means to “replace” or “take the place of.” Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.
4. HPP Cooperative Agreement Match Requirement funding:
    a. Ten (10) percent match is required by Contractor for all HPP funds. The match can be met with in-kind or local funds from the service area members. Federal funds cannot be used as match. Costs used to satisfy match are subject to the same policies governing non-match costs. Match goals must be met by the end of the contract period.
    b. Funding used to match HPP funds must be delivered on activities associated with approved HPP activities.
5. Department will withhold ten (10) percent of each reimbursement claim pending Contractor’s reporting of the required match for claimed contract expenditures. Funds will be released as match requirement is met.
6. Contractor will manage contractual funding in accordance with Addendum A.
7. All expenses submitted for reimbursement must be adequately documented.
8. Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable:
    a. Be necessary and reasonable for the performance of the contract.
    b. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
    c. Be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.

Article X - Costs/Activities Requiring Pre-Approval from the Department:

Approval of an application budget proposal and work plan does not meet IDPH expenditure pre-approval requirement. Prior to Contractor executing any expenditure(s) over $500, prior written approval must be received from the Department. Contractors will submit a request through the Progress Reports component in the grant site during the contract period, and prior to implementation or purchasing the item, along with necessary documentation. The type of progress report for this is the *General Preparedness Expense Request.* Note the request title must describe the cost/item in question. If the request is not approved by the Department prior to Contractor's implementation or purchase of the item, the Department may elect to not reimburse the Contractor for the item.

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

2. End of State Fiscal Year Claims Submission:
   Notwithstanding the timeframes above, and absent:
      i. longer timeframes established in federal law or
      ii. the express written consent of the Department,

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

   The Department 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 Department 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 Department shall pay all approved invoices/claims in arrears. The Department 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 Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514

5. The Department will **not** reimburse the Contractor travel amounts in excess of limits

established by [Iowa Department of Administrative Services]. Current instate and out-of-state travel rate reimbursements can be found posted on the Department's [IDPH General Conditions for Service Contracts website].

6. The Department 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).

7. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.

8. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor Legal Address as listed on the contract face page.

    a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.
    b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address)' field on the contract face page.

9. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

Article XII – Additional Conditions

1. The Contractor shall ensure all IowaGrant 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 Department, an amendment to the contract may be required.

2. All work plan revisions must be approved by the Department prior to implementation. Requests for work plan revisions must be received by the Department through the correspondence component within the Grant Tracking site on or before January 15, 2021.

3. All funding utilized for personnel pursuant to this contract shall not engage in any outside employment or activity which is in conflict with that person's duties and responsibilities pursuant to this agreement or any resulting subcontracts, including but not limited to the following:

A. Such personnel shall not engage in any outside employment or activity which involves the use of the State's time, facilities, equipment, or supplies. Such personnel shall not use the State's badge, business card, or other evidences of office or employment to give the person or a member of the person's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public.
B. Such personnel shall not engage in any outside employment or activity which involves the receipt of, promise of, or acceptance of money or other consideration by the person, or a member of the person's immediate family, from anyone other than the State for the performance of any act that the person would be required or expected to perform as a part of the person's regular duties under this contract or any resulting subcontracts or during the hours during which the person performs service or work for the state.
C. Such personnel shall not engage in any outside employment or activity which is subject to the official control, inspection, review, audit, or enforcement authority of the person, during the performance of the person's duties.

4. Compliance visits will be conducted each year. The compliance visits will confirm accuracy of all items that the Contractor reported in the prior year. If Contractor cannot produce adequate documentation confirming contractual requirements, Contractor shall refund to the Department the entire ten (10) percent performance measure amount received from prior year. Contractor will be given thirty (30) days to submit a corrective action plan to the Department to ensure that the deficiency is not repeated. Department shall withhold an additional twenty-five (25) percent from each newly submitted claim until the corrective action plan is received and approved by the Department.

5. Contractor is required to assure attendance of required attendee(s) at the following meetings:

Meeting	**Attendee**	**Date**
Bi-Annual Technical Assistance Meeting • fall • spring	Required: Fiscal Agent, Readiness and Response Coordinator Optional: executive committee member(s) or a representation from core member(s)	November 2020, April 2021
Bi-Monthly Grant Coordinator & Readiness and Response Coordinator face-to-face meeting	Grant Coordinator(s) and Readiness and Response Coordinator	August 2020, October 2020, December 2020, February 2021, April 2021, June 2021
Bi-Annual Fiscal Agent meeting	Fiscal Agent(s)	July 2020, January 2021

Compliance Review/Site Visit	Project Director, Readiness and Response Coordinator, and Fiscal Officer	Between August 2020 and June 2021

6. Contractor is required to participate in annual PHEP/HPP joint exercise which must include at-risk populations. Further details provided by the Department at a later date.

7. Contractor will enter the following information within the HPP's Coalition Assessment Tool (CAT) by the following dates:

Activity	**Due Date**
Final FY2020-21 Budget	Within 30 Days of IDPH Signing the Contract
FY2020-21 Work Plan	Within 30 Days of IDPH Signing the Contract
FY2020-21 HCC Training Plan	Within 30 Days of IDPH Signing the Contract
Final Plan and Data Sheet to Validate Pediatric Annex TTX	August 31, 2020
Pre-event Specific Essential Elements of Information (EEI)	September 28, 2020
Preliminary Capability 1-4 Assessments	January 31, 2021
Draft FY2021-22 Work Plan	January 31, 2021
Draft FY2021-22 Budget	January 31, 2021
Draft Specialty Annex	April 1, 2021
Coalition Surge Test/Data Sheet	June 30, 2021
Data Sheet to Validate BP2 Specialty Annex TTX	June 30, 2021
Governance Docs	June 30, 2021
HVA	June 30, 2021
Final Capability 1-4 Assessments	June 30, 2021
Redundant Communication Drills (2)	June 30, 2021
Updated Preparedness Plan	June 30, 2021
Updated Response Plan	June 30, 2021
Final BP2 Specialty Annex –Infectious Disease/Data Sheet	September 30, 2021

8. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides." ii. Prime recipients shall insert the following provision in subawards or subcontracts subject to Section 7631(f) (i.e., those to non-U.S. nongovernmental organizations): "By accepting this award, the subawardee / subcontractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children."

   The following definitions apply for purposes of the above provisions: i. "Commercial sex act" means any sex act on account of which anything of value is

given to or received by any person. ii. “Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning. iii. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9). This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term. A

Addendum A: Fiscal Policy Guidance for Compliance Visits

1. The Department provides contractual payments to the Fiscal Agent based on report of actual expenditures by the Fiscal Agent in accordance with Iowa Code 8A.514.

2. If the Department or any state or federal agency determines that the Fiscal Agent has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Fiscal Agent shall repay those funds within thirty (30) business days of receiving written notice from the Department. The Department may additionally withhold any payment under this contract if the Fiscal Agent fails to repay those funds by the established deadline. The Fiscal Agent's obligation to repay funds survives the termination of this contract.

3. Cash contributions made by the Fiscal Agent and third party in-kind (property or service) contributions/match shall be verifiable from the Fiscal Agent's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

4. The Department at any time may request a copy of the support documentation of expenditures paid by the Fiscal Agent prior to approval of the Fiscal Agent claim.

5. The Department in the absence of requested support documentation shall deny reimbursement of the expense.

6. The Fiscal Agent shall maintain accurate, current, and complete records of the financial activity of this contract (revenue and expenditures), including records which adequately identify the source and application of funds.

7. The Fiscal Agent shall maintain accounting records supported by source documentation including but not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract award documents.

8. The Fiscal Agent, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be included in the financial reports filed with the Department.

9. The Fiscal Agent shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring (including all financial activity) and evaluating their program.

10. The Fiscal Agent shall retain all accounting and financial records, programmatic records, supporting documents, statistical records and other records reasonably considered as pertinent to the contract, for a period of five (5) years from the day the Fiscal Agent submits its final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is

later. Client records which are non-medical must be maintained for a period of five (5) years.

11. The Fiscal Agent must maintain the confidentiality of all records of the project in accordance with state and federal laws, rules, and regulations

12. Changes in the services to be provided by the Fiscal Agent as outlined in the contract require prior written approval by the Department. Discontinuation of any service may result in a decrease in the contract amount or termination of the contract.

13. The Fiscal Agent agrees that the Department, Auditor of the State or any authorized representative of the State, and where Federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States Government, shall have access to, and the right to examine, audit, excerpt and transcribe any pertinent books, documents, paper, and records of the Fiscal Agent related to order, invoices, payments or other documentation pertaining to this contract.

14. The Department reserves the sole right to monitor Fiscal Agent performance through site visits, reports, or other means deemed necessary by the Department. The Fiscal Agent agrees that the Department may conduct site visits to review contract compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The Fiscal Agent agrees to ensure the cooperation of the Fiscal Agent's employees, agents, and board members in such efforts and provide all requested information to the Department in the manner determined by the Department.

15. Following each site visit or review of requested information, the Department may submit a written report to the Fiscal Agent which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested. The Corrective Action Plan shall be submitted to the Department for approval within the timelines outlined in the written report. The Fiscal Agent agrees to implement the plan after it is approved by the Department. Failure to do so may result in suspension or termination of the contract.