



Gerd W. Clabaugh, MPA  
 Director

Kim Reynolds  
 Governor

Adam Gregg  
 Lt. Governor

**Contract Declarations & Execution Page**

<b>CONTRACT #:</b> 5881BT02	<b>PROJECT TITLE:</b> Public Health Emergency Preparedness (PHEP) and EMS System Development
<b>CONTRACTOR LEGAL NAME AND ADDRESS:</b> Cerro Gordo County Board of Health 220 N Washington Ave, Mason City, IA 50401	<b>PROJECT PERIOD:</b> July 1, 2020 - June 30, 2025
<b>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #:</b> 00002118910	<b>CONTRACT PERIOD:</b> July 1, 2020 - June 30, 2021
<b>Warrant/payment mailing address</b> (if different from legal address): N/A	<b>TOTAL CONTRACT AMOUNT:</b> \$300,583
	<b>FUNDING SOURCE:</b> FEDERAL: \$293,287 STATE: \$7,296 OTHER:\$0 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$0
<b>IOWA CODE CHAPTER 8F DESIGNATION:</b> This contract is NOT covered by Iowa Code chapter 8F	<b>Federal Subrecipient Addendum Needed? YES</b>
<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 Iowa Department of Public Health <a href="#">General Conditions Effective July 1, 2019</a> 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.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
<p><b>For and on behalf of the Department:</b>          By: _____          Ken Sharp, MPA, RS, Director          Division of Acute Disease Prevention, Emergency Response &amp;          Environmental Health</p>	<p><b>For and on behalf of the Contractor:</b>          By: _____          Insert Date (required if not a digital signature): _____</p>

## Special Conditions for Contract # 5881BT02

### 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 (herein referred to as Contractor or Fiscal Agent), as identified on the contract face sheet under Contractor Legal Name.

### 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 or [john.hallman@idph.iowa.gov](mailto:john.hallman@idph.iowa.gov).

### Article III - Designation of Contract 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 Emily Dunbar as the Grantee Contact in IowaGrants ([www.iowaGrants.gov](http://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	<a href="mailto:rebecca.curtiss@idph.iowa.gov">rebecca.curtiss@idph.iowa.gov</a>
Brent Spear	Program Consultant	<a href="mailto:brent.spear@idph.iowa.gov">brent.spear@idph.iowa.gov</a>
Alex Carfrae	Preparedness Coordinator	<a href="mailto:alex.carfrae@idph.iowa.gov">alex.carfrae@idph.iowa.gov</a>
Merrill Meese/Gary Merrill	EMS Coordinator	<a href="mailto:merrill.meese@idph.iowa.gov">merrill.meese@idph.iowa.gov</a>

		<a href="mailto:gary.merrill@idph.iowa.gov">gary.merrill@idph.iowa.gov</a>
John Hallman	Program Contract Manager	<a href="mailto:john.hallman@idph.iowa.gov">john.hallman@idph.iowa.gov</a>

Key Contractor Personnel

Name	Title	Email Address
Jodi Willemsen	Project Director	<a href="mailto:jwillemsen@cghealth.com">jwillemsen@cghealth.com</a>
Marcy Strasheim	Fiscal Officer	<a href="mailto:mstrasheim@cghealth.com">mstrasheim@cghealth.com</a>
Christi Lanczos	Grant Coordinator	<a href="mailto:clanczos@cghealth.com">clanczos@cghealth.com</a>

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 public health emergency preparedness, and emergency medical service delivery, 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 public health and emergency medical services systems and to decrease mortality and morbidity in disasters and to develop strategies and activities that will increase ability to be operationally ready to execute plans, respond to, and recover from public health threats and emergencies.

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 public health 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 public health 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 the efficiency of the public health 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 healthcare systems, 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 within IowaGrants, the Contractor shall conduct outputs that support the following activities:

#### **PHEP Project Work Plan:**

**Activity 1:** 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.

**Activity 2:** Service area **must** annually update and maintain EMResource and conduct a resource inventory assessment to identify public health services and resources, identified EMS resources, and service area level resources 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.

**Activity 3:** 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. 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.

**Activity 4:** 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

**Activity 5:** Service areas **must** conduct and complete a training and exercise planning workshop (TEPW) annually to create, at a minimum, a three year training plan and a five year exercise plan

for the service area.

**Activity 6: (Joint Activity)** Service area **must** annually review and update the service area 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 and response plans should be updated 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 (EIs). The service area preparedness and/or response plan will document processes for members to manage staffing resources, including volunteers, within public health and other health care settings. This includes:

- Identifying situations that would require supplemental staffing 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.

The communications section of the response plan must be tested semi-annually by conducting redundant communication drills with service area members.

**Activity 7:** Service area will ensure the continuity of information flow and coordination activities, multiple employees from each service area member organization **must** have access to the service areas information sharing platforms.

**Activity 8: (Joint Activity)** Service areas must provide a communication and coordination role within their respective jurisdiction. This coordination ensures the integration of public health and EMS 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.

**Activity 9: (Joint Activity)** Service areas must develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and between health care organizations during responses by June 30, 2021.

**Activity 10:** Service area public health members must collaborate with service area HPP RFP #58821002 awardee to identify public health's roles and responsibilities within the coalition level surge annexes. Service area members must also participate in surge annex tabletop exercise to test identified roles and responsibilities.

**Activity 11:** Service area **must** review emPOWER and Social Vulnerability Index (SVI) data minimally every six months, and identify the top five populations with health disparities or vulnerabilities to be considered during preparedness and response. Use this data to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. These populations should be considered

when conducting the HVA and any planning updates.

**Activity 12:** All service area Public Health Agencies and EMS programs members must respond (message received) to at least 70% of all Health Alert Network (HAN) alerts and monthly radio tests conducted by the Department.

**Activity 13 is an optional activity and must be addressed only if the Service Area plan to purchase any pharmaceuticals and other medical materiel or supplies (e.g., PPE).**

**Activity 13:** Service areas purchasing pharmaceuticals and other medical materiel or supplies (e.g., PPE) 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.

**Activity 14 will be conducted in a future year. The Department will provide guidance when the exercise is scheduled.**

**Activity 14: (Joint Activity)** Service areas, must as part of a coordinated statewide effort, participate in a joint statewide exercise (functional or full-scale exercise) once during the project period to test progress toward achieving the capabilities outlined in 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 PHEP and HPP exercises, including MCM exercises, must include a surge of patients into the healthcare system.

### **EMS Project Work Plan:**

**Activity 15:** EMS programs within the service area will complete and submit the EMS statewide system survey. The Department will provide the service area with service area and state level aggregate survey results. Upon written request from the Program's Service Director or Medical Director, program level survey results will be provided. Service area along with Department staff will discuss components of the survey results to assist in identifying gaps and opportunities to implement the EMS system standards.

**Activity 16:** EMS Programs in partnership with the service area, will annually identify at least one county in the service area that does not currently have an active EMS Advisory Group or county medical direction process as defined by the EMS system standards. Each year of the project period an additional, unique county will be identified.

**Activity 17:** The EMS programs in the annually selected county(s) must establish:

1. An active EMS Advisory Group and initiate regular meetings of the Advisory Group not later than October 1, 2020, and
2. a plan for a unified county-wide medical direction process, with initiation of the plan not later than April 1, 2021.

**Activity 18:** The EMS programs in the selected county(s) will document the challenges and successes of having an active EMS Advisory Group and progress of the county wide medical direction process. These documents will be shared with the service area annually.

**CRI Project Work Plan: (Service Areas 1A and 4 only)**

**Activity 19:** Must input required data in Data Collation and Integration for Public Health Event Responses (DCIPHER) system to meet federal reporting guidelines. Each of the following items must be completed and submitted annually by June 30:

1. Jurisdictional Data Sheet (JDS) Form
2. Point of Dispensing (POD) Form
3. Distribution Planning Form
4. Dispensing Planning Form
5. Facility Set Up Drill Form - The drill information should be completed for each facility setup.

**Drill details described in Activity 20**

6. Staff Notification and Assembly Drill Form **Drill details described in Activity 20**
7. Site Activation Drill Form **Drill details described in Activity 20**
8. Training and Exercise Planning Form

**Activity 20:** Must conduct the following drills annually:

- Facility Set Up Drill - the facility setup drill provides information on operational ability to standup a site with the necessary materiel, layout, and supplies for timely distribution and dispensing.
- Staff Notification and Assembly Drill - the staff notification and assembly drill provides information on operational functions specific to staff notification and assembly procedures for various facilities, including emergency operations center (EOCs), receipt, stage, store facility (RSSs), regional distribution site (RDSs), local distribution site (LDSs), and PODS. The drill measures the accuracy of staff rosters, timeliness of staff confirmation to the notification, and staff ability to report for duty within a designated time frame. Communication methods and processes also are measured. Must complete once annually for any of the facilities mentioned.
- Site Activation Drill - the site activation drill provides information on operational functions for procedures to open and activate various types of distribution and dispensing facilities. The drill measures the accuracy of site rosters, timeliness of site confirmation to the notification, and site function within a designated time frame. Communication methods and processes also are measured. The drill information should be completed for each site notified.

**Activity 21:** Must develop and complete the Medical Countermeasures (MCM) Action Plan and submit to the Department quarterly.

Additional CRI Activities:

- Contractor shall develop a plan to dispense mass prophylaxis to 100% of the Contractor's population within 48 hours after the decision to dispense mass prophylaxis by local, state, or federal health officials.
- The Contractor shall identify the number of open/closed PODs are needed for 48-hour dispensing requirement above. Contractor shall assure all site-specific information is current and validated on an annual basis. Contractor shall include this information in its SNS/CRI plan.
- Contractor shall participate in a bi-annual Operational Readiness Review (ORR) conducted by Medical Countermeasures Coordinator. During the years when the Contractor does not have a formal ORR Contractor shall conduct a self-assessment utilizing the CDC's ORR evaluation document. Contractor shall assure all site-specific information as reflected in

local ORR requirements are met. The Contractor shall assure operational manuals, materials and equipment for sites are current and accessible to staff. Site specific information shall be provided to the Medical Countermeasures Coordinator during ORR evaluation or upon request.

- Contractor will identify a primary and backup location to receive medical countermeasures.
- Contractor shall recruit, orient and train appropriate individuals to augment staff for POD operations. Contractor shall work closely with the Department to assist in populating the Iowa Statewide Emergency Registry of Volunteers (i-SERV).
- Contractor shall attend and participate in all SNS/CRI trainings, meetings and exercises as requested by Department.
- Contractor shall perform one full-scale pandemic influenza exercise within the five-year PHEP project period. Exercise shall test and validate medical countermeasures dispensing plans.
- Contractor must perform a functional exercise (pandemic influenza critical workforce) at least once every five years.
- Contractor must perform the following table top exercises during the five year budget period:
  - Anthrax at least once every five years
  - Pandemic influenza at least once every five years

## **Article VII – Performance Measure**

The Department anticipates the following performance measures to be included in a successful applicant's contract.

**Performance Criteria:** The Contractor will complete semi-annual and final progress reports documenting progress on activities achieved within each of the six month period preceding the due date and submit by the due dates. The progress reports must show progressive achievement to fulfilling goals, objectives and activities for the project within the entire service area. Reports must be submitted by the due dates.

**Withholding:** The Department will withhold ten (10) percent of the total amount claimed from each monthly reimbursement claim for the six month period preceding the due date of each progress report.

**Measure #1 for Semi-Annual Report covering first six months of the contract:** As determined by the Department, if the Contractor demonstrates progressive achievement of the work plan activities in the Progress Report, the Department will release the total ten (10) percent of funds withheld (from the previous six months of claims). If the Contractor fails to demonstrate progressive achievement of the required activities in the Progress Report or fails to submit the report by due date, the Department will retain the entire 10% withheld from the prior six months of claims and this amount will not be released back to the contractor (deducted from the claim reimbursements).

**Measure #2 for Final (Semi-Annual) Report covering the final six months of the contract:** As determined by the Department, if the Contractor demonstrates progressive achievement of the work plan activities in the Progress Report, the Department will release the total ten (10) percent of funds withheld (from the previous six months of claims). If the Contractor fails to demonstrate progressive achievement of the required activities in the Progress Report or fails to submit the report by due date, the Department will retain the entire 10% withheld from the prior six months of claims and this amount will not be released back to the contractor (deducted from the claim reimbursements).



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

**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
Update service area membership list Meeting schedules (committee, subcommittees, etc...)	Type: Monitoring	Within 30 days of IDPH signing the Contract
5-year exercise plan and 3-year proposed training plan	Type: Monitoring	Within 30 days of IDPH signing the Contract
Updated fiscal policies and organizational documents	Type: Monitoring	Within 30 days of IDPH signing the Contract
Progress Report (also includes): <ul style="list-style-type: none"> <li>• emPOWER and SVI</li> <li>• Meeting Minutes</li> <li>• Information Sharing Platform List</li> </ul> Redundant Communication Drill	Type: Semi-Annual	January 31, 2021 and June 30, 2021
<b>CRI ONLY:</b> Medical Countermeasures (MCM) Action Plan	Type: Quarterly	September 1, 2020, December 1, 2020, March 1, 2021, June 1, 2021
Capability Checklist	Type: Final	June 30, 2021
NIMS Compliance	Type: Final	June 30, 2021

**Article IX - Budget:**

**PHEP Budget**

<b>Direct Cost Category</b>	<b>Department Budget</b>	<b>Match</b>
Salary and Fringe	\$219,454	
Other	\$35,578	
<b>Direct Cost Subtotal</b>	<b>\$255,032</b>	
Indirect Rate (15% on all costs)	\$38,255	
<b>TOTAL:</b>	<b>\$293,287</b>	

**EMS Budget**

<b>Direct Cost Category</b>	<b>Department Budget</b>	<b>Match</b>
Salary and Fringe	\$1,200	
Other	\$6,096	
<b>TOTAL:</b>	<b>\$7,296</b>	<b>\$0</b>

1. Expenditure variance against direct cost budget line amounts are allowed only within each designated budget up to a maximum of 10% of the corresponding budget total amount on a cumulative basis not to exceed the corresponding budget 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. PHEP/CRI Cooperative Agreement Match Requirement funding:
  - a. Ten (10) percent match is required by the successful applicant for all PHEP and CRI funds awarded through this RFP.

- i. The match can be met with in-kind or local funds from the service area members. Federal funds cannot be used as match.
    - ii. Costs used to satisfy match are subject to the same policies governing non-match costs.
    - iii. Match goals must be met by the end of the contract period.
  - b. Funding used for match to the PHEP (and CRI) funds must be provided on projects or activities associated with approved PHEP activities.
  - c. Department will withhold ten (10) percent of each month's claim pending Contractor's meeting of the required match for reported contract expenditures. Funds will be released as match requirement is met.
5. EMS match requirement funding:
- a. Funds used for purchase of equipment require a 1:1 match of regional, county, or local funds. Equipment is defined as any item with a cost or value of \$5,000 or more and with an anticipated useful life of one year or more. Applicants that budget for equipment items will be required to reflect this match in the application forms, refer to sections 2 and 3. Because this will vary by applicant, the minimum match for this funding is not designated in the table below.
6. Department will withhold ten (10) percent of each reimbursement claim pending Contractor's reporting of the required match for reported contract expenditures. Funds will be released as match requirement is met.
7. Contractor will manage contractual funding in accordance of Addendum A.
8. All expenses submitted for reimbursement must be adequately documented.
9. 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 pre-approval requirement. Prior to a successful applicant purchasing any expenditure(s) over \$500, prior written approval must be received from the Department. Contractor is required to submit a request identifying criteria. Contractor proposing costs that require pre-approval from the Department 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 any necessary documentation. The type of progress report required for this is the *General Preparedness Expense Request* and the request title must describe the request. If the request is not approved by the Department prior to Contractor's implementation or purchase of the item(s), 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 Invoice/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](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 in-state 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. All budget revisions must be submitted to the Department no later than June 1, 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 completion of all items that the Contractor reported as completed in the prior year. If Contractor cannot

produce documentation confirming completion of 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 claim until corrective action plan is received and approved by the Department.

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

<b>Meeting</b>	<b>Attendee(s)</b>	<b>Date</b>
Bi-Annual Technical Assistance Meeting <ul style="list-style-type: none"> <li>• fall</li> <li>• spring</li> </ul>	Required: Fiscal Agent, Grant 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, Grant Coordinator, and Fiscal Officer	Between August 2020 and June 2021

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

- Contractor will enter the following information within DCIPHER by the following dates:

<b>Activity</b>	<b>Due Date</b>
Jurisdictional Data Sheet (JDS) Form	June 30, 2021
Point of Dispensing (POD) Form	June 30, 2021
Distribution Planning Form	June 30, 2021
Dispensing Planning Form	June 30, 2021
Facility Set Up Drill Form -	June 30, 2021
Staff Notification and Assembly Drill Form	June 30, 2021
Site Activation Drill Form	
Training and Exercise Planning Form	June 30, 2021

- Contractor must abide by the following conditions:

- a. 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. By accepting this award, the Contractor 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.”
- b. 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. Any enforcement of this provision is subject to courts’ orders in *Alliance for Open Society International v. USAID* (See, e.g., S.D.N.Y. 05 Civ. 8209, Orders filed on January 30, 2015 and June 6, 2017, granting permanent injunction).

## **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.