CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS 18-002	ACFS 18-009

Title of Contract
Recruitment, Retention, Training, and Support (RRTS)

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. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	**Agency Billing Contact Name / Address:** Kelly Noble 560 Division Burlington, Iowa 52601 **Phone:** (319) 208-5534
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Tracey Parker Hoover State Office Building, 5th Floor 1305 East Walnut Street Des Moines, Iowa 50319	**Agency Contract Owner (hereafter "Contract Owner") / Address:** Wendy Rickman Hoover State Office Building, 5th Floor 1305 East Walnut Street Des Moines, Iowa 50319
E-Mail: tparker@dhs.state.ia.us	**E-Mail:** wrickma@dhs.state.ia.us
Phone: (319)281-8799	

Contractor: (hereafter "Contractor")	
Legal Name: Four Oaks Family and Children's Services	**Contractor's Principal Address:** 5400 Kirkwood Blvd, SW Cedar Rapids, IA 52404
Tax ID #: 420998726	**Organized under the laws of:** State of Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Kelli Malone 5400 Kirkwood Blvd, SW Cedar Rapids, Iowa 52404	**Contractor's Billing Contact Name/Address:** Tami Gilmore 5400 Kirkwood Blvd SW Cedar Rapids, Iowa 52404 **Phone:** (319) 784-2025
Phone: (319) 364-0259	
E-Mail: kmalone@fouroaks.org	

Contract Information	
Start Date: 07/01/17	**End Date of Base Term of Contract:** 06/30/19
Possible Extension(s): The Agency shall have the option to extend this Contract up to 4 additional 1-year extensions.	
Contractor a Business Associate? Yes	**Contractor subject to Iowa Code Chapter 8F?** Yes
Contract Include Sharing SSA Data? No	**Contractor a Qualified Service Organization?** Yes
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	**Contract Contingent on Approval of Another Agency:** No
Contract Payments include Federal Funds? Yes **The contractor for federal reporting purposes under this contract is a:** Subrecipient **DUNS #:** 800115235 **The Name of the Pass-Through Entity:** Iowa Department of Human Services	
CFDA #: 93.556 **Grant Name:** Promoting Safe and Stable Families	**Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.659 **Grant Name:** Adoption Assistance	**Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.658 **Grant Name:** Foster Care-Title IV-E	**Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.669 **Grant Name:** Child Abuse & Neglect State Grants	**Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.603 **Grant Name:** Adoption and Legal Guardianship Incentive Payments Program	**Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

Contractor, Four Oaks Family and Children's Services		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date: 6-8-17	Signature of Authorized Representative:	Date: JUN 9 2017
Printed Name: Anne Gruenewald		Printed Name: Charles M. Palmer	
Title: President/CEO		Title: Director	

Iowa Code Chapter 8F

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 2.14.7, Certification *Regarding Iowa Code Chapter 8F* available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Certification shall be signed by: 1) An Officer AND one member of the Board of Directors; OR 2) Two members of the Board of Directors; OR 3) The sole proprietor of the Contractor]

Contractor, by:		Contractor, by:	
Signature of Authorized Representative:	Date: 6/8/17	Signature of Authorized Representative:	Date: 6/8/17
Printed Name: Anne Gruenewald		Printed Name: Brian Scott	
Title: President / CEO		Title: Board Member	

Certification and Disclosure Regarding Lobbying

Instructions:
Title 45 of the Code of Federal Regulations, Part 93 requires the Contractor to include a certification form, and to file a disclosure form, if required, as part of the Contract. Award of the federally-funded contract is a Covered Federal action.

1) The Contractor shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
2) The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 for each such failure.

I certify that the contents of this certification are true and accurate. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

☒ The Contractor is NOT including a disclosure form as referenced in this form's instructions because the Contractor is NOT required by law to do so.

☐ The Contractor IS filing a disclosure form with the Agency as referenced in this form's instructions because the Contractor IS required by law to do so.

Signature:	Anne Gruenewald
Printed Name/Title:	Anne Gruenewald President / CEO
Date:	6/8/17

SECTION 1: SPECIAL TERMS

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.
Definitions in this section correspond with capitalized terms in the Contract.

"Accepted Placement Match" means that a family found and recommended by the Contractor upon a referral from the Agency or Juvenile Court Services is considered to be "accepted" if the Agency or Juvenile Court Services agrees to place the Child with the recommended family.

"Administrative Costs" means costs that may include, but are not limited to, such categories as: salary and fringe benefits for administrators and support staff; rent and lease payments; utilities; data collection and data processing costs; printing; communications equipment and services; and other costs necessary to support the delivery of services to Children and families.

"Adoption Respite" means an interval of temporary rest from parenting for Adoptive Families.

"Adoptive Family(ies)" means an approved person or persons who have a Child placed in their home who is legally adopted and entitled to the same benefits as a Child born into the family.

"Agency" means the Iowa Department of Human Services.

"Agency Model of Practice" means the Agency's child welfare model of practice intended to define who the Agency serves and the intended outcomes of child welfare services, as well as expectations related to practice, program, and organizational capacity. The Agency's Model of Practice is included in Attachment A.

"Behavioral Health Intervention Services (BHIS)" means services provided to Children who are Medicaid eligible and under twenty-one (21) years of age and their families to remediate mental health symptoms and behaviors.

"Business Day" means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

"Caseworker" means the Contractor staff that completes Foster Care or Adoptive Family home studies, guides Resource Families through licensing and approval, participates in the matching process to help make the best match possible, identifies additional Family training needs, ensures completion of training, and supports the Family from initial assessment and throughout the placement of a Child in the home.

"Child(ren)" means, for establishing Foster Care eligibility, either a person less than eighteen (18) years of age or a person eighteen (18) or nineteen (19) years of age who meets any of the following conditions: is in full-time attendance at an accredited school pursuing a course of study leading to a high school diploma; is attending an instructional program leading to a high school equivalency diploma; or has been identified by the director of special education of the area education Agency as a Child requiring special education, as defined in Iowa Code §234.1.

"Child and Family Services Review" means the process and procedures used by the federal agency of Health and Human Services to monitor and evaluate each state child welfare agency in order to promote achievement of safety, Permanency, and well being for Children that come to the attention of the child welfare system and improve the quality of state child welfare services.

"Child-Placing Agency" means an agency organized within the state of Iowa for the purpose of receiving Children for Placement, supervision, or both in private family homes for Foster Care; or for adoption; or the Placement, supervision, or both of Children who are 16 years of age and older living in approved supervised apartment living Placements.

"Clinically-Trained Staff" means a person with a master's (or other advanced) degree in social work, psychology or a related behavioral science and who are licensed in the state of Iowa to practice in their respective field. This may include, but is not limited to, a licensed medical doctor or licensed doctor of osteopathic medicine, licensed independent social workers, licensed advanced registered nurse practitioners, licensed psychologists, licensed marriage and family therapists, and licensed mental health counselors.

"Concurrent Planning" means the integrated practice of working towards reunification, while simultaneously planning for adoption or guardianship should reunification not succeed. When reunification is no longer an option, Resource Families play a critical role in providing Permanency through adoption or actively assisting the Child and another family in the transition towards adoption or guardianship.

"Contractor" means the organization that has executed a Contract with the Agency to provide recruitment, retention, Resource Family licensing and Adoptive Family approvals, support to Resource Families and post-Adoptive Families, training, and to match Children in need of care to Resource Families. This term refers to the organization that is named as the responsible party in the Contract and whose authorized representative has signed the Contract.

"Contract Manager" means the Agency staff assigned to policy and protocol development, implementation, and interpretation as it relates to the Contract.

"Contract Owner" means the Agency administrative official who has the authority to make decisions related to the Contract on behalf of the Agency.

"Corrective Action Plan" means a written agreement between a Resource Family and the Agency to address non-compliance with licensing rules by specifying the conditions that must be corrected and the time frame for completion.

"Crisis Intervention, Stabilization, and Reunification (CISR) Services" means the Contract that previously included discrete separate contracts for Foster Group Care Services (FGCS), Child Welfare Emergency Services (CWES), and Supervised Apartment Living (SAL).

"Critical Incident" means a situation involving a Child that results in one of the following:

- Injury to the Child that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office
- Injury to another Child in the home that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office
- Injury to a Resource Parent that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office
- Self-harm
- Damage to property
- A runaway or other absence without leave
- Police calls or other law enforcement involvement due to a Child's behavior or other actions
- Placement into juvenile detention
- Sexual contact (sexual conduct with a household member or either consensual or non-consensual conduct with a peer)

- Medication errors

"Cultural Competence/Responsiveness" means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each.

"Deliverables" means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract.

"Disproportionate Representation" means that a particular racial or ethnic group has a higher, or lower, incidence or percentage of involvement in the various levels of the child welfare system in a defined area than the racial or ethnic group's percentage of the total population in the defined area.

"Enhanced Foster Family Homes" means Foster families who provide care to Children with severe behavioral disorders, psychiatric diagnoses, delinquency, and symptoms of complex trauma. These children have needs that are severe enough they are exiting placement from more restrictive residential settings such as Group Foster Care, PMIC or have had long-term shelter stays.

"Family-Centered Model of Practice" means a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their Children. It focuses on Children's safety and needs within the context of their families and communities and builds on families' strengths to achieve optimal outcomes. Families are defined broadly to include birth, blended, kinship, and Foster and Adoptive Families.

"Family Interaction" means maintaining relationships with siblings, parents, family, and other individuals and to reduce the sense of abandonment and loss which Children experience at Placement.

"Family Safety, Risk, and Permanency Services (FSRP)" means services designed to achieve safety and Permanency for Children, regardless of the setting in which the Children reside.

"Family Team Decision-Making (FDTM) Meeting" means a gathering of family members and extended family, friends, the Agency case manager, FSRP Contractors, providers, community professionals, and other interested people who, with the assistance of a Family Team Decision-Making Meeting Facilitator who meets the Agency's Facilitator standards, plan to enhance the safety, Permanency, and well-being of a Child(ren) and family through development and review of an individualized Family Case Plan.

"Foster Care" means substitute care furnished on a 24-hour-a-day basis to an eligible Child in a licensed or approved facility by a person or agency other than the Child's parent or guardian but does not include care provided in a family home through an informal arrangement for a period of twenty (20) days or less. Child Foster Care means the provision of parental nurturing and shall include, but is not limited to, the provision of food, lodging, training, education, supervision, and health care.

"Foster Family(ies)" means licensed substitute care furnished on a 24-hour a day basis to an eligible Child, in a licensed foster home by a person other than the Child's parent or guardian. Licensed family Foster Care shall include but is not limited to the provision of food, lodging, training, education, supervision, and health care.

"Foster Family Respite Care" means an interval of temporary rest from parenting for Foster Families.

"Foster Group Care Services" means the provision of Foster Care provided in facilities licensed as either a community or comprehensive residential facility. A community residential facility provides care for Children who are considered unable to live in a family situation due to social, emotional, or physical disabilities but are capable of interacting in a community environment with a minimum amount of supervision. A comprehensive residential facility provides care and treatment for Children who are unable to live in a family situation due to social, emotional, or physical disabilities and who require varying degrees of supervision as indicated in the individual treatment plan.

"General Recruitment" means strategic recruitment activities designed to attract prospective Resource Families who can provide stable, safe, and nurturing homes to Children in Foster and/or adoptive care. The focus is on drawing in a wide variety of families who have an interest in and capacity for fostering and/or adopting.

"Interstate Compact on the Placement of Children" or ***"ICPC"*** means a uniform law that has been enacted in all 50 states, the District of Columbia, and the U.S. Virgin Islands. The ICPC establishes a Contract among the states and jurisdictions that ensures orderly procedures for the interstate Placement and post Placement supervision of Children and fixes responsibilities for those involved in placing the Child.

"Invoice" means a Contractor's claim for payment. At the Agency's discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

"One Caseworker Model" means the integrated approach to Foster Family licensing/Adoptive Family approval, training, matching, support, and developing families who are licensed Foster Families or dually licensed and approved to adopt by one Contractor staff that follows the Foster Family from initial licensure through closure.

"Packet(s)" means the collection of items and forms that the Contractor submits to the Agency upon the completion of initial or renewal foster home licensing and adoption approval activities. A Packet is considered to be complete when all required items and forms are included in the Packet that the Contractor submits to the Agency.

"Permanency" means a Child has a safe, stable custodial environment in which to grow up, a life-long relationship with a nurturing caregiver, and is able to explore and retain significant connections to family members to the greatest extent possible.

"Placement" means each physical setting in which a Child in Foster Care resides.

"Post-Adoption Services" means services provided to families who have adopted a Child or Children who are eligible for the Agency's adoption subsidy program.

"Pre-Adoptive Family" means an approved person or persons who have a Child under the guardianship of the Agency placed for adoption in their home but the adoption has not been finalized.

"Quality Assurance" means the procedures established and activities undertaken by Contractors to ensure that these services are delivered in accordance with requirements established by the Recruitment, Retention, Training, and Support Contract.

"Relative Home Study" means the written report that must be completed when the Agency is exploring the Child's Placement with a non-custodial parent or another relative of the identified Child. The format for the Home Study is the Relative Home Study Format, RC-0078.

"Resource Family(ies)" means, for the purposes of this Contract, individuals who are licensed to provide Foster Family care, are approved to adopt, or are dually licensed and approved.

"Resource Family Home Study" means the initial written report and the annual update containing documentation of the family's compliance with Iowa Administrative Code 441- Chapter 113, Licensing and Regulation of Foster Family Homes and/or Iowa Administrative Code 441-Chapter 200, Adoption Services. The written report contains an assessment of the family's ability to provide Foster Care or adoption and a licensing or approval recommendation.

"Service Area" means the grouping of the 99 counties in the State into defined geographic areas for improved, localized administration of programs. See the Service Area map in Attachment B.

"Service Area Recruitment Plan" means the strategic plan for increasing a Service Area's pool of Foster and Adoptive Families that can meet the needs of Children entering or in need of Placement.

"Service Contract Specialist" means the Agency Worker assigned to provide review and oversight of a Contractor for an Agency Contract.

"Specific-Child Recruitment (Adoption)" means strategic outreach activities designed to attract prospective or currently licensed/approved Resource Families that can meet the needs of the specific Child in need of adoptive Placement.

"Stability" means the extent to which the Child's current Placement is determined to be free from the risk of an unplanned disruption, or a move not directly related to the achievement of the Child's Permanency goal, in the foreseeable future.

"Targeted Recruitment" means strategic recruitment activities designed to attract prospective or currently licensed Resource Families who can provide stable, safe, and nurturing homes to Children in need of Foster and/or adoptive care. Targeted Recruitment is built from an analysis of the demographics and characteristics of the Children in Placement, and an analysis of the demographics and characteristics of families in a particular region.

"Youth Transition Decision-Making (YTDM) Meeting" means a Youth-centered practice model and teaming approach that follows standards similar to that of Family Team Decision-Making (FTDM) Meetings and is offered to Youth 16 years of age and older. This model has two key components:

- Engagement/Stabilization and the Dream Path process to promote self-sufficiency and to empower Youth to take control of their lives and dreams.
- Supportive adults and peers create a team to help the Youth make connections to resources, education, employment, health care, housing and supportive personal and community relationships.

1.2 Contract Purpose.

The parties have entered into this Contract for Resource Family Recruitment, Retention, Training, and Support (RRTS) services. The Agency is seeking to develop a comprehensive, connected approach to recruiting, retaining, training, and supporting Resource Families. Additionally, these services shall be provided in a geographically specific way to begin moving Children back to their communities of origin to preserve connections of youth to their families, home communities, schools, and community-based supports as well as achieve better outcomes for Resource Families. Through this Contract, the Contractor shall provide the following services in their contracted Service Area (as specified in Section 1.2.2), as defined in the Scope of Work:

1. Provide services to recruit and retain Resource Families that are available to be successfully matched with Children who need out-of-home care with a licensed Foster Family or approved Adoptive

Family, including support throughout the Foster Family licensing, re-licensing, and adoption approval process.

2. Provide training required for Foster Families to maintain their foster home license, and trainings for adoptive parents, relatives, and kin caregivers.
3. Match Children who are placed into care with a Resource Family that has the skills, training, and ability to meet the Children's needs.
4. Ensure that each Resource Family has a single point of contact using the One Caseworker Model described in this Contract.
5. Develop and administer a support program for Resource Families with the use of the One Caseworker Model described in this Contract.
6. Coordinate with and recruit non-licensed caregivers including relatives to become licensed Foster Families.
7. Provide services to recruit, retain, and match Enhanced Foster Family Homes as defined in this Contract, including enhanced training and support services for these homes.

1.2.1 Contractor Eligibility Requirements.
The Contractor is required to be currently licensed by the Agency to provide Foster Care and adoption services in Iowa as a licensed Child-Placing Agency.

Additionally, the Contractor shall be:

a) Accredited by the Council on Accreditation (COA) for one or more services including Child protective services, family preservation and stabilization services, Foster Care services, or kinship care services and shall maintain that accreditation during the Contract period; or
b) Accredited by the Joint Commission for Behavioral Health Care Services and shall maintain that accreditation during the Contract periods; or
c) Accredited by the Council on Accreditation for Rehabilitation Services (CARF) for Child and Youth services and shall maintain that accreditation during the Contract period; or
d) Committed to apply for accreditation with any of these three organizations, if not currently accredited, within three (3) months of executing a Contract with the Agency, receive accreditation within twenty-one (21) months of the Contract execution date, and shall maintain accreditation for the remainder of the Contract period.

1.2.2 Contracted Service Area.
The Contactor is contracted to provide services for the Eastern Service Area (SA 3). See the Service Area Map in Attachment B.

1.3 Scope of Work.

1.3.1 Service Area Coverage
Service Areas represent five groupings of the ninety-nine (99) counties in Iowa into defined geographic areas for improved, localized administration of programs (See the Service Area map in Attachment B). RRTS services shall be provided by Contractor in a Service Area specific manner with the goal of moving Children back to their communities of origin to preserve connections of youth to their families, home communities, schools, and community-based supports as well as achieve better outcomes for Resource Families. Contractor shall perform the services listed in this Scope of Work only in the Service Area(s) for which they are contracted as specified in Section 1.2.2. The Contractor shall enact a process for working with Contractors in other Service Areas to coordinate services when needed.

1.3.2 Collaboration and Consultation

In order to achieve the desired outcomes of safety, Permanency, and well-being for Children, each Contractor shall collaborate with the Agency, Juvenile Court Services, other Contractors, and stakeholders. Strong collaboration will strengthen services, identify gaps or needs, promote best practice, and avoid service duplication. The Contractor shall use collaborative efforts and provide a comprehensive, connected approach to recruiting, retaining, training, and supporting Resource Families. The Contractor shall continue this move towards collaboration by working and participating in local, Service Area, and statewide committees, workgroups, and planning groups. The Contractor shall collaborate with entities such as, but not limited to, the following:

a) Any contractor performing the services listed in this Scope of Work in other Service Areas;
b) Safety Plan and Family, Safety, Risk and Permanency (FSRP) contractors;
c) Crisis Intervention, Stabilization, and Reunification Services (CISR) contractors;
d) State and local initiatives such as the Breakthrough Series Collaborative and Minority, Youth, and Family Initiatives;
e) Parent partners;
f) Providers of mental health and substance abuse services; and
g) Churches and faith based community organizations.

1.3.3 One Caseworker Model

The Contractor shall use a One Caseworker Model in which one Contractor staff works with a Resource Family through the RRTS process from training to licensing and approval, through matching, and on to support and closure. Instead of separate staff filling the functions of coordinating a family's training plan, licensing/approval, and support, each Resource Family shall have a single Caseworker/point-of-contact throughout the family's relationship with the provider. This does not mean other members of the Contractor's staff may not interact with a family, but the one Caseworker shall be the person guiding the family through the RRTS process and acting as their point of contact for questions, concerns, and needs.

In the One Caseworker Model, Caseworkers shall become very familiar with their Resource Families which will allow the one Caseworker to recommend better Placement matches, introduce enhanced Child management techniques, and provide specific background knowledge to help the Resource Family meet the Child's needs. Caseworkers shall know the Resource Family's ability to work with a Child's birth parents, extended family, and how the Resource Family supports a Child's connections to birth family, siblings, culture, and community.

Caseworkers shall maintain familiarity with each Resource Family's history of fostering and know the needs, ages, and behaviors of Children with which they have had success. Caseworkers shall understand each family's current situations and judge their ability to parent another Child given their immediate circumstances.

1.3.4 Recruitment and Retention

The Contractor shall have a sufficient pool of Resource Families available to meet the behavioral, emotional, medical, educational, developmental and cultural needs of Children who need out-of-home care. In order to maintain this sufficient pool of Resource Families and meet Children's needs, the Contractor shall enact and operate effective recruitment and retention programs.

To ensure the best possible match between a Resource Family and a Child, the Contractor shall maintain a pool of Resource Families diverse in geographic location, training, capacity, strengths, ability, skills, race, religion, and ethnicity. The Contractor shall ensure each Service Area for which they are contracted for has:

a) A sufficient number of Resource Families who are ready, able, and willing to accept a Child who is matched into their home. Capacity shall be determined by the number of Resource Families who are available for matching, not by the number of licensed families who are either licensed for a specific Child, who are only available to provide respite, who have not been relicensed, or who have not been willing to have a Child placed in their home for one licensing year.

b) Resource Families who reflect the race, ethnicity, and culture of Children in their Service Area. The Contractor shall ensure the provision of effective, equitable, understandable, and respectful supports and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This shall be measured utilizing the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment C).
c) Resource Families able to honor, respect, and work to develop, enhance, and maintain a foster Child's connections to their parents and extended family by mentoring birth parents and supporting ongoing contact between the Child and the Child's family including attending Family Team Decision-Making (FTDM) Meeting or Youth Transition Decision-Making (YTDM) Meeting at the request of the Child's family.
d) Resource Families who will maintain sibling connections when siblings are in separate Placement settings.
e) Resource Families able to collaborate and partner with service providers working with the family.
f) Resource Families who are flexible and available to take Children in care to medical appointments, therapy appointments, and visitation with parents and family whenever possible.
g) Resource Families in geographic locations to keep Children in their home schools and close to their family and community.
h) Resource Families who have the capacity, strengths, ability, and skills to parent:
    i. Teens;
    ii. Sibling groups, especially sibling groups of three or more;
    iii. Children who express trauma through behaviors;
    iv. Children who have experienced significant grief and loss;
    v. Youth involved in the Juvenile Justice system (delinquent behaviors);
    vi. Children who have extensive medical needs or developmental delays;
    vii. Children who have numerous medical or therapeutic appointments;
    viii. Children who have frequent family visits; and
    ix. Children who are LGBTQ.

1.3.4.1 Characteristics and Capabilities of Selected Families

Resource Families and Enhanced Foster Family Home parents shall not simply be available and willing to participate in the program but shall be actively engaged and eager to help Children in every possible way. Resource Families and Enhanced Foster Family Home parents shall, at minimum, have the following characteristics and capabilities:

a) Strong desire to protect, support, and encourage Children.
b) Ability, experience, and skills to effectively raise and care for Children.
c) Willingness to work with Children's birth families including frequent family visits, even if this will lead to Placement of the Child with a member of the Child's birth family.
d) Ability to support a child's education, health, and development of life skills.
e) Desire to support innovation and continued change and improvement.

1.3.4.2 Recruitment and Retention Plans

In order to create and maintain a sufficient pool of Resource Families, the Contractor shall develop and implement, in partnership with the Service Area and the Agency, specific recruitment and retention plans for Resource Families to ensure appropriate capacity and coverage for all counties in the contracted Service Area. Activities related to the recruitment of new licensed/approved Resource Families and retention activities for current Resource Families shall be contained in each Service Area plan. The Service Area-specific recruitment and retention plan shall incorporate details on how the Contractor shall complete the required services while following the Agency's Guiding Principles (Attachment D), Agency's Model of Practice, and the Family-Centered Model of Practice. In addition to following and including these pre-established methods and standards, the Contractor shall work to incorporate innovative ideas that help move the Agency toward the future goals outlined in the Contract, the Guiding

Principles, Agency's Model of Practice, and Family-Centered Model of Practice. The Contractor shall be proactive in delivering these services in new and better ways to improve the overall provision of RRTS services. The Contractor's work plans and recruitment and retention plans shall require Service Area Manager (SAM) and Agency review and approval prior to implementation and following any amendments or changes. All RRTS contractors shall collaborate to create a standardized plan template for final approval by the Agency. Plans shall be provided to the Contract Manager and Service Area Manager no later than September 1st.

1.3.4.2.1 Recruitment Plans

Recruitment plans shall:

a) Be Service Area specific, addressing the Service Area's specific needs, populations, geography, and other characteristics.
b) Be developed annually.
c) Use the Agency's Guiding Principles, Agency's Model of Practice, and Family-Centered Model of Practice.
d) Be developed to specifically recruit families eager to participate in the program, help Children, and meet Agency goals.
e) Incorporate the One Caseworker Model throughout.
f) Be developed in collaboration with the Agency Service Area leadership to include input from Resource Families, CISR providers, FSRP providers, and others as determined by the team.
g) Be based on data that incorporates:
    i. Overall capacity of Resource Families available for matching;
    ii. Targeted populations such as teens, sibling groups, non-white Children, LGBTQ youth, and Children with medical, behavioral, and mental health needs;
    iii. Removal and Placement trends in order to identify and prepare for peak referral times during the year;
    iv. Geographic locations of Resource Families to keep Children in their home schools and close to their family and community; and
    v. Other data determined to be relevant in the Service Area.
h) Be based on recruitment strategies that have evidence of success, including:
    i. Balancing general media or mass marketing with person-to-person activities;
    ii. Engaging successful Resource Families in promoting Foster Care to a wider audience, through use of larger scale media or General Recruitment activities;
    iii. Having a consistent level of activities both general and localized across the Service Area; and
    iv. Using panels consisting of Resource Families, youth in care, and youth looking for a permanent home to present in community outreach efforts.
i) Incorporate Child-specific Targeted Recruitment capabilities (example, medically fragile Child).
j) Include strategies for the recruitment of a Resource Family for a specific Child.
k) Provide strategies to build connections with Children who need an Adoptive Family.
l) Engage a network of strong local leaders, including business leaders, faith leaders, and community leaders to disseminate information within their communities.
m) Incorporate quarterly reviews of data and strategies to determine success.
n) Include recruitment bonuses to Foster Families who recruit another family that becomes licensed for general matching not to exceed $75 per recruited family.
o) Collaborate on recruitment activities with other agencies and projects, such as AdoptUsKids, and Wendy's Wonderful Kids.
p) Include the development of partnership with faith-based organizations in all parts of the State.

q) Consider strategies for future innovation and continued improvement throughout the recruitment process.
r) Include a collaboration process with CISR contractors (especially SAL contractors) and the Agency to identify Children who wish to transition to the care of a positive, supporting adult already present in their life. This positive, supporting adult must be willing to pursue licensure or accept custody of the Child and be able to teach and cultivate individual life skills. The Contractor shall facilitate the transition (in collaboration with the CISR contractor) for the Child and guide the positive, supporting adult through the licensure process.
s) Require Agency review and approval at the plan's inception and during any amendments or changes.

1.3.4.2.2 Retention Plans

Retention plans shall:

a) Be Service Area specific, addressing the Service Area's specific needs, populations, geography, and other characteristics.
b) Use the Agency's Guiding Principles, Agency's Model of Practice, and Family-Centered Model of Practice.
c) Be developed to retain the strongest Resource Families who have shown their eagerness to participate in the program, help children, and meet Agency goals.
d) Utilize the One Caseworker Model when applicable.
e) Include the organization of community events in partnership with Agency staff.
f) Organize "meet and greet" events where Resource Families and Agency staff can meet each other at a frequency determined by the Agency.
g) Develop a process between the Contractor and the Agency to jointly address concerns or issues with Resource Families.
h) Develop and maintain a structure of mentoring by pairing experienced Resource Families with newly licensed/approved Resource Families.
i) Include a multi-dimensional approach that links recruitment, support, training, and matching to increase Resource Family satisfaction and Children's Stability.
j) Focus on increasing the capacity of Resource Families available for matching.
k) Collaborate on retention activities with other agencies and projects, such as AdoptUsKids, and Wendy's Wonderful Kids.
l) Consider and include strategies for future innovation and continued improvement in retaining as many strong Resource Families as possible.
m) Require Agency review and approval at the plan's inception and during any amendments or changes.

1.3.4.2.3 Recruitment and Retention of Enhanced Foster Family Homes

The Contractor shall provide services to recruit and retain Enhanced Foster Family Homes. Children eligible for Enhanced Foster Family Homes come from Psychiatric Medical Institutions for Children (PMICs) where they are in the custody of the Agency or Juvenile Court Services at the time of Placement in the PMIC, Foster Group Care Services, or long-term Child Welfare Emergency Services shelter care. Enhanced Foster Family Homes shall lead to better, more permanent outcomes for children previously placed in these other services. The Contractor shall have flexibility in choosing and recruiting the Resource Families they believe are best qualified to become Enhanced Foster Family Homes, within the requirements listed in this section. Due to the high level of need of Children placed in Enhanced Foster Family Homes, the Contractor shall bear in mind the families they recruit shall need additional flexibility and skills to adequately support the Child placed in their care. The Contractor shall work closely with the Agency and CISR contractors to transition Children in need of Enhanced Foster Family Homes and coordinate with FSRP, BHIS,

and the Medicaid managed care contractors. Throughout the recruitment and retention process for Enhanced Foster Family Homes, the Contractor shall adhere to the following criteria and requirements:

a) Enhanced Foster Family Home candidates are required to be licensed Foster Homes. There is no additional Enhanced Foster Family Home license.
b) Enhanced Foster Family Homes shall contain a maximum of two (2) Children placed by the Agency per home (not including a family's own Children).
c) The Contractor shall ensure one (1) eligible Child is placed with the family for at least three (3) months before a second eligible Child is placed.
d) Enhanced Foster Family Home parents must have a strong, outside support network.
e) Enhanced Foster Family Home parents shall be the strongest candidates from the Resource Family pool, showing their eagerness to participate in the program, help children, and meet Agency goals.
f) The Enhanced Foster Family Homes shall be Service Area specific, addressing the Service Area's specific needs, populations, geography, and other characteristics.
g) Enhanced Foster Family Homes shall use the Agency's Guiding Principles, Agency's Model of Practice, and Family-Centered Model of Practice.
h) Enhanced Foster Family Home candidates will preferably include at least one parent with some or all of the following desired skill sets:
    i. Experience (professional or personal) with Children who have additional needs (serious medical, psychological, emotional, and social needs);
    ii. Professional experience as a social worker, counselor, therapist, healthcare provider, or similar; and
    iii. Experience with de-escalation techniques or mental health first aid.
i) All Enhanced Foster Family Homes must receive Service Area Manager and Agency approval to become Enhanced Foster Family Homes.
j) Enhanced Foster Family Homes shall utilize the One Caseworker Model.
k) Enhanced Foster Family Home program shall include strategies for future innovation and continued improvement, including how to incorporate more families and Children.
l) Enhanced Foster Family Home parents must have one (1) visit with the Child where the Child is residing (PMIC/group care/shelter) and have no less than two (2) pre-Placement visits to the Foster Home with the Child prior to the Child being placed in the home.
m) Enhanced Foster Family Homes are paid a total of $50 a day per child by the Agency when a Child that meets the Enhanced Foster Family Home criteria lives in the home. This additional payment is not the responsibility of the Contractor. However, the Contractor must immediately notify the Agency when a Child is placed in or leaves an Enhanced Foster Family Home.

1.3.4.3 Foster Home Licensing and Adoptive Home Approval

Part of the Contractor's responsibility in recruiting and retaining Resource Families is to ensure the Foster Families complete initial licensure and re-licensure requirements, and adoptive homes complete the approval requirements. Throughout this section, the term "licensure" applies to Foster Families and the term "approval" to adoptive homes. To ensure timely and sufficient licensing and approval, the Contractor shall conduct activities including record checking, home studies and initial licensing, and renewal home studies and relicensing. In all of these processes, the Contractor shall conduct thorough Quality Assurance activities to ensure appropriate standards are met. Throughout the initial licensure, re-licensure, and initial approval processes the Contractor shall utilize the One Caseworker Model, ensuring a single person works with each Resource Family to guide each family through the process in a timely and supportive fashion.

1.3.4.3.1 Licensing and Approval Packets

The Contractor shall provide the completed Resource Family initial home studies described in Section 1.3.4.3.1.2 and other licensing and approval information, including record and background checks as described in Section 1.3.4.3.1.1, to the Agency in an Agency approved Packet. The Contractor shall:

a) Track the dates Packets are due.
b) Perform a first-level review to ensure completeness of each adoption/Foster Care Packet before submitting the Packet to the Agency.
c) Perform additional reviews as necessary to ensure quality and completeness of submitted Packets.
d) Track the date of notification by the Agency of missing items and forms from the Agency approved checklist, what the missing items are, and the date the completed Packet was returned to the Agency.
e) Ensure the Agency receives Packets within 100 days of the date the applicant began pre-service training, or 90 days of the date the waiver of pre-service training is received by the Contractor from the Agency.
f) Submit a foster/adoption Packet to the Agency when a Resource Family withdraws from the licensing process after completion pre-service training that contains all known information about the family and details of the circumstances of the withdrawal.
g) Ensure the timeliness and accuracy of each Packet. Failing to meet these standards may result in a Performance Improvement Plan per Section 1.3.13.

1.3.4.3.1.1 Record and Background Checks

The Contractor shall conduct record and background checks and include them in the Agency approved Licensing and Approval Packet from Section 1.3.4.3.1. These record and background checks shall include, but not be limited to:

a) Background checks required by Iowa Code, the Adam Walsh Child Protection and Safety Act of 2006 (PL 109-248) and the Child Abuse Prevention and Treatment Reauthorization Act of 2010 (P.L. 111-320). If Iowa Code or federal law changes the requirements for any background checks during the Contract period, the new requirements shall be implemented.
b) Iowa criminal, child abuse, and sex offender registry checks prior to a prospective Foster and/or Adoptive Family's enrollment in the Agency's approved training for each adult and child age 14 years and older residing in the home.
c) Fingerprint-based checks of the National Crime Information Database for each adult applicant. The Contractor shall conduct fingerprint based checks of any other adults residing in the home of the prospective Resource Family home for initial applications.
d) Out-of-state child abuse checks for all prospective foster and/or adoptive parents and any other adult living in the home in any state where the person lived during the previous five years.

1.3.4.3.1.2 Initial Home Studies

The Contractor shall complete Resource Family initial home studies and document the process with a written report containing an assessment of the family's ability to provide Foster Care and/or to adopt and a licensing or approval recommendation in compliance with Iowa Administrative Code. In order to ensure a Resource Family is appropriate to be licensed or approved and to ensure the required information is included such that an informed decision regarding approval can be made, complete studies shall be submitted to the Agency. The Contractor shall include the completed studies in the Agency approved Licensing and Approval Packet from Section 1.3.4.3.1. Specifically, the Contractor shall:

a) Complete the written home study for Foster and Adoptive Family applicants using the Agency approved Home Study format. The written home study shall reflect Agency approved pre-service principles and meet licensing and approval requirements outlined in Iowa Administrative Code 441-108, Licensing and Regulation of Child-Placing Agencies, Iowa Administrative Code 441-113 Licensing and Regulation of Foster Family Homes, and Iowa Administrative Code 441-200 Adoption Services.
b) Ensure initial home studies use a standardized format determined by the Agency and shall:
   i. Be detailed and specific to the family;
   ii. Assess the Resource Family's functioning;
   iii. Be consistent in quality and content;
   iv. Identify the Resource Family's support network;
   v. Detail the strengths and challenges of the Resource Family applicants as related to the Children they intend to care for;
   vi. Accurately assess the family's ability to care for Children that need care;
   vii. Ensure Resource Families truly want to be a part of the program and meet all characteristics and capabilities of selected families; and
   viii. Assess whether Resource Families will adhere to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
c) Conduct a minimum of three (3) visits as part of the initial home study process, and shall document these visits in the home study format. Two of these visits shall be in-home and one visit may be done outside the home.
d) Ensure all designated staff providing these services are sufficiently trained and supervised and meet relevant Iowa Administrative Code Chapter 108 requirements.
e) Perform Quality Assurance reviews to ensure that home studies comply with Iowa Administrative Code 441- 108, Licensing and Regulation of Child Placing Agencies, and Iowa Administrative Code 441-113 Licensing and Regulation of Foster Family Homes.

1.3.4.3.2 Renewal Packets

The Contractor shall provide the completed Resource Family renewal home studies and other licensing or approval information to the Agency in an Agency approved Packet. The Packet shall include the renewal home studies described in Section 1.3.4.3.2.1 and any applicable record and background checks as described in Section 1.3.4.3.1.1. The Contractor shall:

a) Track the date the licensing and adoption updates expire and the date the Packets are received by the Agency.
b) Perform a first-level review to ensure completeness of each adoption/Foster Care Packet before submitting the Packet to the Agency.
c) Perform additional reviews as necessary to ensure quality and completeness of submitted Packets.
d) Track the date of notification by the Agency of missing items and forms from the Agency approved checklist, what the missing items are, and the date the Packet was received complete by the Agency.
e) Ensure the Agency receives the complete Packets within 45 days of expiration of the license or approval.
f) Ensure the timeliness and accuracy of each Packet. Failing to meet these standards may result in a Performance Improvement Plan per Section 1.3.13.

1.3.4.3.2.1 Renewal Home Studies

The Contractor shall complete Resource Family renewal home studies as an update to documentation of the family's compliance with Iowa Administrative Code required for license or approval renewal. In order to ensure a family is fully licensed or approved with no gaps in renewal periods, and to fully review information regarding changes in the home, Placement experiences, strengths and concerns, complete renewal Packets as described in Section 1.3.4.3.2 shall be submitted to the Agency in a timely fashion. Specifically, the Contractor shall:

a) Complete the renewal process for foster parent applicants and adoptive parent applicants as required by Iowa Administrative Code 441-108, Iowa Administrative Code 441-113, and Iowa Administrative Code 441-200.
b) Develop an annual training plan in collaboration with the Resource Family based on the skills, strengths, and needs of the family. The plan shall be reviewed and revised as needed during the licensing or approval year. The plan shall be included in the renewal Packet.
c) Conduct unannounced licensing or approval visits annually between day 90 and day 210 of each licensed year in accordance with Iowa Administrative Code 441-108 and Iowa Administrative Code 441-113. Unannounced visits shall not be completed in conjunction with foster home licensing renewals or adoption approval updates.
d) Include documentation of contacts and visits to the Resource Family home in the renewal home study.
e) Ensure the renewal home studies use a standardized format approved by the Agency and shall:
    i. Review in-service trainings completed by the Resource Parents and the skills demonstrated based upon the training;
    ii. Document concerns that were identified since the last update and how those concerns were addressed;
    iii. Be consistent in quality and content;
    iv. Counsel out families who do not support the mission of the Agency, who are unwilling to support reunification, or who do not have the skills, abilities, or desire to care for special needs Children early in the process;
    v. Ensure recommendations between the Contractor and Agency align;
    vi. Ensure Resource Families still truly want to be a part of the program and meet all characteristics and capabilities of selected families;
    vii. Assess whether Resource Families are adhering to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles; and
    viii. Document successes and challenges of Children placed in each homes.

1.3.4.3.3 Additional Updates

In addition to performing annual renewals/updates, the Contractor shall complete an update of the home study and licensing/adoption approval materials when an event occurs that alters the original study. Such events include, but are not limited to:

a) Move to a new home
b) Adoption of Children
c) Structural changes to the home
d) Addition of other household members

The Contractor shall complete record checks on all new household members (excluding foster children) age 14 and older.

1.3.4.4 Relative Home Studies

The Contractor shall complete Relative Home Studies for families referred by the Agency, following an Agency approved template. Specifically, the Contractor shall:

a) Complete relative studies referred by the Agency using the Agency approved template.
b) Complete Relative Home Studies within twenty (20) Business Days of receipt of the referral from the Agency, and completion of record checks and evaluations by the Agency.
c) Provide relatives with information regarding the option to become a licensed Foster Family Home.

1.3.4.5 ICPC Licensed Foster Family and Adoptive Home Studies

The Contractor shall complete ICPC (Interstate Compact for Placement of Children) referrals for licensed Foster Family and adoptive care including foster and adoptive home study requests using the Agency approved template and within all required timeframes. Specifically, the Contractor shall:

a) Complete both an initial and final home study that includes a written summary and recommendation.
b) Complete all licensing and adoptive approval activities and compile all foster and adoptive documents in accordance with the Agency approved template.
c) Complete an initial home study within sixty (60) calendar days of the Contractor receiving the referral in accordance with the federal requirement.
d) Submit the completed Foster Family or Adoptive Family home study and Foster Family license to the Agency.

1.3.4.6 ICPC Relative Home Studies

The Contractor shall complete ICPC referrals for unlicensed relatives including unlicensed Relative Home Studies using the Agency approved template and within all required timeframes. Specifically, the Contractor shall:

a) Complete a home study that includes a written summary and recommendation.
b) Complete all activities and compile all documents in accordance with the Agency approved template.
c) Submit the completed home study within sixty (60) calendar days of the Contractor receiving the completed referral Packet from the Agency, or in accordance with the date established by the Agency in accordance with ICPC regulations.

1.3.5 Training

The Contractor shall provide orientation and training to introduce prospective Resource Families to Family Foster Care and adoption, pre-service training to prepare Resource Families and to complete initial licensure or adoption approval, and in-service training to help Resource Families continually improve their ability to nurture and support a Child's needs while in care and to meet foster home licensing requirements. Throughout the training process, the Contractor shall utilize the One Caseworker Model, ensuring a single Contractor staff person is the main point of contact for each Resource Family. The Contractor shall ensure training institutes policies to keep every Child safe from abuse. All training curricula shall be Agency approved and adhere to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.

1.3.5.1 Orientation

The Contractor shall provide orientation sessions for prospective Resource Families that include, but are not limited to, providing information on process of licensing/approval, the Children who need out-of-home care, the importance of Family Interaction, and working with birth parents, and the need to keep Children connected to family, friends, and communities. Specifically, the Contractor shall:

a) Discuss the Agency's Model of Practice, Guiding Principles, Family-Centered Model of Practice, and the goals of the RRTS program, including but not limited to:
    i. Helping the Child to return to the Child's family of origin or other family placement;
    ii. Ensuring the safety, Permanency, and well-being of each Child; and

iii. Providing collaborative and integrated service whenever possible.

b) Provide the applicant with information on the policies and procedures of the Foster Care and adoption programs and include the following:
   i. Processes and procedures for Placement and termination of Placement;
   ii. Medical assistance program information;
   iii. Foster family reimbursement information and adoption subsidy information if applicable;
   iv. Child abuse law and child abuse investigation procedures; and
   v. Necessary confidentiality procedures and standards.
c) Explain the process of foster home licensing and adoption approval.
d) Discuss importance of reunification of the foster Child with the Child's family of origin, and working with birth families.
e) Explain the difference between Foster Care and adoption.
f) Explain special needs adoption and provide information about Children waiting for adoption.
g) Counsel out families who do not support the mission of the Agency, who are unwilling to support reunification, or who do not have the skills, abilities, or desire to care for special needs Children early in the process.
h) Provide information regarding Enhanced Foster Family Homes.

1.3.5.2 Pre-Service Training

In parallel with the initial licensure/approval process, the Contractor shall provide training for prospective Resource Families applicants in accordance with the Agency's current foster home licensing, adoption approval, and pre-service training standards. Pre-service training must be done in a way that allows for mutual selection of families to proceed through the licensing/approval process. Specifically, the Contractor shall:

a) Train all prospective Resource Families using TIPS-MAPP.
b) Provide pre-service training specific to the needs of relatives or other kin who are becoming licensed for specific Children, separate from general pre-service training, using Caring for Our Own.
c) Use specific strategies including the Deciding Together training curriculum to provide pre-service training for families in rural areas.
d) Provide training at sufficient frequency so families are able to begin training within 60 days of completing orientation at a location within 60 miles of the family's home.
e) Prior to licensure, the Contractor shall directly provide training to prospective Resource Families, or provide linkages to established training on:
   i. Universal Precautions
   ii. Medication Management
   iii. Reasonable and prudent parent standard training
   iv. Mandatory Reporter of Child Abuse training
   v. First Aid and CPR
      (1) The Contractor may charge a fee of no more than $40 per person to directly provide both First Aid and CPR training.
f) Notify the Agency when Resource Families withdraw from the licensing process.
g) Provide enhanced pre-service training specifically for Enhanced Foster Family Homes based on the strengths and needs of each Enhanced Foster Family.
h) Ensure throughout pre-service training that families are not disengaged but actively participating in the program, eager to help children, and willing to meet Agency goals.

1.3.5.3 In-Service Training

The Contractor shall provide in-service trainings for Resource Families on relevant topics and administer Agency-approved trainings consistently throughout the year. The Contractor shall provide trainings at a frequency so that licensed Foster Families can receive their required six hours of in-service training each

year. The Contractor's duties in respect to training include but are not limited to the specific duties outlined below. The Contractor shall:

a) Develop an individualized training plan with each Resource Family based on the skills, strengths, needs, and ages of Children placed in the home and the behaviors of Children placed in the home.
b) Provide trainings that align with and support the Agency's goals for the safety, Permanency, and well-being of Children placed in a Foster Family home.
c) Develop and provide in-service trainings designed to increase the knowledge and skill level of Resource Families. The Contractor shall provide trainings that meet the following goals:
    i. Follow the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles;
    ii. Teaching Resource Families behavioral strategies related to helping Children work through trauma, grief and loss, and attachment disruption;
    iii. Focus on strategies to work with birth parents;
    iv. Providing critical information about Child development;
    v. Informing and instructing Resource Families in LGBTQ affirming parenting;
    vi. Providing parenting strategies for difficult behaviors including emotionally expressed behaviors;
    vii. Provide parenting strategies to affect a sense of normalcy for Children;
    viii. Preparing Resource Families for mentoring the Child's parents in their parenting of their Children to support reunification;
    ix. Helping Resource Families understand the medications the Child is taking including dosing, precautions, and side effects;
    x. Preparing the Resource Families to be able to diffuse the foster Child's anger;
    xi. Providing parenting skills to be able to work with the behavioral and mental health needs of the foster Child in addition to helping maintain Placement Stability; and
    xii. Providing Resource Families with an understanding of mental health diagnoses in infancy, childhood, or adolescence for example, ADHD, PTSD and other anxiety disorders.
d) Provide trainings across the Service Area to allow equitable access to all Foster Families.
e) Ensure trainings shall be open and available to unlicensed relative and kin caregivers and Adoptive Families, as well as Resource Families from outside the Service Area when space allows.
f) Ensure trainings shall be updated to align with practice or policy changes.
g) Ensure trainings are updated and informed by information gained from Resource Families regarding what strategies are and are not working throughout RRTS services.
h) Use specific strategies to provide in-service training for families in rural areas.
i) Utilize multimedia training techniques including but not limited to:
    i. Approved webinars; and
    ii. Internet training using remote access such as teleconferencing or Skype.
j) Refrain from charging any fees or collecting any sums from Resource Families in relation to work performed pursuant to training. The Contractor shall not charge trainees for attending any regular area trainings.
    i. The Contractor may charge a fee of no more than $40 per person to directly provide both First Aid and CPR training.
k) Provide one $100 training stipend to each Foster Family per foster home license year one or after the date that the initial license is issued to each Foster Family. For a two-year Foster Family home license, the second year's $100 stipend shall be provided to the Foster Family after completion of each foster parent's six hours of in-service training in the first year of the two-year license cycle.
l) Provide enhanced in-service training specifically for Enhanced Foster Family Homes based on the strengths and needs of each Enhanced Foster Family.

1.3.6 Matching

The Contractor shall have a sufficient pool of Resource Families so Children that are placed into care are matched to a family that has the skills, training, and ability to meet their needs in order to ensure Children achieve safety, Stability, and are protected from abuse. To improve Placement Stability for Children, the Contractor shall recommend Resource Families that are the best possible match for the Child and not just an available Resource Family. Throughout the matching process, the Contractor and all Resource Families must follow the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles. Additionally, managers and supervisors shall be in regular contact with Caseworkers regarding families available for matching, ensuring that when a Child is in need of a Placement, the Contractor shall have the information and ability to quickly make a decision that shall facilitate a lasting Placement.

Throughout the matching process the Contractor shall utilize the One Caseworker Model, ensuring a single person works with each Resource Family. Through this model, the Contractor shall leverage the Caseworker's familiarity with their Resource Families' history of fostering, past successes, current situations, and immediate circumstances to suggest better Placement matches. The Resource Family's single Caseworker/point-of-contact shall work with Contractor matching staff to match the best home to each Child.

The Contractor shall:

a) Develop and maintain a matching referral system available 24 hours a day 7 days a week, including holidays.
b) Accept any referral from the Agency or from Juvenile Court Services for a Child in need of a Foster Family home.
c) Provide Foster Family care matching service throughout the Service Area.
d) Have a process for working with Contractors and the Agency in other Service Areas to coordinate matching outside the Child's Service Area when needed.
e) Develop a communication structure for updates to Agency or Juvenile Court Services placing staff on progress/barriers to finding a home based on the urgency of the Placement need.
f) Establish, implement, and maintain a structured communication process for sharing information about Foster and Adoptive Families between the Contractor's Caseworkers and the Contractor's matching personnel with the goal of enhancing the matching process.
g) Assist the Agency in matching approved Adoptive Families to Children in need of a permanent family.
h) Coordinate with CISR, CWES, and other out of home care providers in discharge planning for Children coming out of congregate care to plan for Placement into a Resource Family home.
i) Provide matching services specifically for Enhanced Foster Family Homes, including working closely with PMIC or CISR contractors and any applicable therapists or medical professionals to transition Children into an Enhanced Foster Family Home.

1.3.6.1 Placement Criteria

The Contractor shall identify one or more licensed Foster Family homes that have been matched to a Child when a referral is received from the Agency or Juvenile Court Services. Contractor shall work to best match a home to a Child using Placement criteria that may be based on, but not limited to, the following considerations:

a) Keep Children close to their parents, family members, and school.
b) Keep siblings together - Siblings who cannot be placed together shall be in close proximity to each other. The Contractor shall collaborate with the Agency or Juvenile Court Services and any other service provider to develop a plan for the siblings to maintain contact with each other.
c) Ensure the Resource Family is racially, ethnically, and culturally like the Child.
d) Ensure the Resource Family has the strengths and skills required to meet the specific needs of a Child including mental health, behavioral health or physical health needs.

e) Ensure the needs of Children currently in the Resource Family home will be considered when matching another Child with the Resource Family.

The Contractor shall, in addition to following these Placement criteria, the Agency's Model of Practice, the Family-Centered Model of Practice, and the Guiding Principles, do everything in their power to make every match successful. A successful match first and foremost is a match that optimizes the overall safety, Permanency, and well-being of a Child. Through following the Placement criteria listed above will help lead to matches that meet these goals, it is ultimately the responsibility of the Contractor to communicate with Caseworkers, Resource Families, and Children to make a successful match.

The Contractor shall evaluate each match to determine if it was successful. This includes monitoring metrics such as stability but also requires deep and meaningful communication with a Resource Family. The Contractor, through a Caseworker, shall know the status of each family and the match, including successes and challenges. This evaluation shall guide the other aspects of RRTS service, informing the Contractor on how to help coach families on improvements, suggest additional trainings, mitigate stress, and offer other support.

1.3.6.2 Matching Plan

To best meet the Placement criteria and ensure a Child is successfully matched with the best possible home, the Contractor shall develop and implement, with Agency approval, specific matching plans that shall ensure appropriate capacity and coverage for all counties in a Service Area. In addition to the Placement criteria, Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles, the matching plan shall incorporate, but not be limited by, the following techniques, strategies, and concepts:

a) Ensure timeframes to complete a match are flexible on a Child by Child basis subject to Agency approval within range of two hours to 45 days.
b) Apply the Caseworker's knowledge of a Resource Family's skill level and the ages, behaviors, and needs of foster Children the Resource Family can successfully parent when considering matching a Child to the Resource Family.
c) Seek and incorporate input from a Child exiting a Placement setting that needs a Resource Family on the characteristics of a Resource Family that the Child believes can meet their needs when age and developmentally appropriate.
d) Seek and incorporate input and advice from Agency staff regarding the best match and Placement for a Child.
e) Use strategies or defined processes to match Children with severe mental health or behavioral needs to Resource Families. Strategies shall include the provision of an individualized support plan.
f) Develop and utilize strategies to evaluate whether a match is successful and follows the Placement criteria, Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
g) Consider and include strategies for future innovation and continued improvement to increase the number and quality of successful matches.
h) Maintain respite only Resource Families to use as a stop gap service or to help prevent disruption.
i) Categorize Resource Family homes as relative, respite only, licensed for a specific child, or on hold when determining capacity.
j) Use creative mechanisms other than phone calls to reach Resource Families, including texting and social media without compromising confidentiality.
k) Involve and solicit input from the Agency's placing worker in the matching process.

l) Maintain real time information about the capacity and availability of Resource Families as well as communicating with the Agency about real time information for Children coming into care.
m) Contact Agency workers who have Children in the resource home for input before matching another Child for non-emergency referrals.
n) Hold Resource Families who are non-white, have capacity available for siblings, are LGBTQ affirming, or have another notable quality open for the Children that meet that the profile.
o) Involve youth, when age and developmentally appropriate, in the matching process.
p) Build relationships with shelters and group care providers to allow potential Resource Families to meet Children in non-threatening ways.
q) Provide sufficient ongoing monitoring and support to the Resource Family to assess the success of the match.
r) Provide assistance in finding Adoptive Families for Children who enter Foster Care through the Safe Haven law.
s) Provide assistance in finding Adoptive Families when a Child's Foster Family is not adopting but the Child is stable in the foster home. Strategies include:
    i. Participation in Concurrent Planning staffings;
    ii. Partnering with Agency adoption staff;
    iii. Coordination with Wendy's Wonderful Kids;
    iv. Providing home studies of potential families to Agency for selection; and
    v. Coordination and input from post-adoption support staff.
t) Utilize information from the Agency's designated assessment tool (to be identified at a later date) to best match a Child to a Resource Family. Ensure Resource Families complete the assessment tool at intervals determined by the Agency. Information from the assessment shall be used in the evaluation of whether the match was successful, to help coach Resource Families to enhance their skills, to suggest training topics to enhance their skills, and to identify additional supports. Use of the assessment tool shall begin on a date agreed upon by the Contractor and the Agency. Contractor staff shall participate in any required training regarding the administration of the assessment tool.

1.3.7 Support

The Contractor shall provide support to Resource Families throughout all aspects of the recruitment, retention, training, and matching processes in order to ensure better outcomes for Children and Resource Families, including ensuring every Child is safe from abuse. Connecting and integrating support into the recruitment, retention, training, and matching processes is vital to improve communication, fill gaps in care, and eliminate artificial divides. An integrated support program shall help determine specific recruitment and retention needs, while also guiding updates to training strategies. Support services shall be deeply linked to Resource Families and their successes and challenges, helping inform the direction of the entire program. Effective support shall include following up with Resource Families throughout a Child's placement and after a Child has left the home to gather information regarding what strategies are and are not working. The Contractor shall use this information to continually and proactively inform and improve the RRTS process, working to recruit families with successful characteristics, preemptively identify families in need, and increase the effectiveness of training. At all points throughout this process, the Contractor shall follow the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.

Throughout the support process the Contractor shall utilize the One Caseworker Model, ensuring a single person works with each Resource Family to ensure Stability and consistency. A single Caseworker shall be the consistent point of contact for each Resource Family's concerns, questions, and other support needs.

The support process shall also be specific to the Service Area contracted, addressing the Service Area's specific needs, populations, geography, and other characteristics.

1.3.7.1 Foster Care and Pre-Adoption Support

The Contractor shall provide on-going, proactive support to all Resource Families that provide Foster Family Care and pre-adoption services to strengthen Placements, prevent disruptions, and support the achievement of Permanency goals for the Children in their care. Frequent and meaningful contact with Resources Families shall be focused on ensuring the safety, Permanence, and well-being of a Child as well as supporting the family to meet their needs and the needs of Child. For the Contractor, support shall include but not be limited to:

a) Making contact at the following intervals to gather information about the Child, the Placement, and the family. Caseworkers shall discuss the Resource Family's successes, challenges, stressors, concerns, training needs, and any other relevant information to enhance the Family's ability to care for a Child in out-of-home Placement and to relay consistent themes to supervisors in order to improve the RRTS process. Contact shall occur at the following intervals:
    i. Holding complete and purposeful face-to-face contact every other month and phone contact each month in between with each licensed Resource Family and their assigned Caseworker when a Child is in the home. The unannounced visit shall count as one face-to-face visit. At least one face-to-face visit each quarter shall include some or all of the Children placed in the home in order to observe, coach, and mentor the Resource Family.
    ii. Holding complete and purposeful phone contact each month with each licensed Resource Family and their assigned one Caseworker when a Child is not in the home. This includes discussion of issues, training, and the barriers preventing the Resource Family being matched to a Child.
    iii. Visiting each Resource Family home and having face-to-face contact with each Resource Family and their assigned Caseworker within five (5) calendar days of a Child being placed in the home. This visit may count as an every other month face-to-face visit.
b) Providing a well-documented narrative of the content of each face-to-face visit to the Agency or Juvenile Court placing worker and the Agency licensing worker within five (5) Business Days after the contact on an Agency approved form.
c) Monitoring and discussing with Resource Families the reasons they have declined Children who fit within the Resource Families' identified profile.
d) Identifying Resource Family needs and assisting the family in supplanting those needs.
e) Attending FTDM meetings at Agency or Child's family's request.
f) Developing a plan to support a Resource Family when there are violations of licensing rules or a Corrective Action Plans (CAP) is needed.
g) Monitoring the Resource Family's progress in completing the terms of the CAP.
h) Resolving conflicts with the Agency, service providers, birth families, or other members of the Child's team.
i) Developing and using a structured process such as Stability staffings or other meetings as needed to manage Stability, mitigate risk of disruption, and keep Children stable in their Resource Family homes. The Contractor shall have a strategic plan to avoid Placement disruptions whenever possible.
j) Communicating with all Agency staff who have Children placed in the Resource Family home to address any concerns related to the care of any Child in the home.
k) Developing a communication strategy for ongoing and frequent contact with Agency staff who have Children placed in the Resource Family home.
l) Providing crisis intervention and assistance with behavioral interventions to Foster/Pre-Adoptive Families.
m) Monitoring, reporting, and helping prevent Critical Incidents.
n) Assisting Foster Families in securing respite care, including in-home respite care.

o) Developing a system to have adopt only families provide respite care to Foster Families or other Adoptive Families if allowed in Iowa Administrative Code.
p) Assisting Resource Families with the transition of teens into adulthood.
q) Discussing Children's involvement with the Iowa Foster Care Youth Council when the Child is of the appropriate age and a Foster Care Youth Council is geographically available.
r) Assisting Resource Families who are caring for parenting youth in care.
s) Assisting Resource Families with the transition of Children to Permanency through reunification.
t) Partnering, coordinating, and collaborating with Agency Placement and adoption staff, FSRP providers, Remedial Services providers, and other members of the Child's team to strengthen the Placement and prevent disruptions.
u) Providing services in a culturally competent manner.
v) Developing a mentoring program to match experienced Foster/Adoptive Families with newly licensed/approved families.
w) Counseling out Resource families who cannot fulfill the mission of the Agency early in the process.
x) Coordinating and collaborating with FSRP and any other service providers to transition Foster Families from Foster Care to adoption.
y) Providing accurate information to Resource families regarding the differences between adoption and Foster Care.
z) Providing training support and assisting in developing new support groups as needed in their Service Area.
aa) Ensuring Resource Families understand prescription medications that may be prescribed to Children in their care, including dosing, precautions, and side effects.
bb) Ensuring at least one contact with non-licensed caregivers promoting the licensing process and explaining the support that shall follow if the caregivers become licensed.
cc) Collaborating with the Agency and other service providers in developing a comprehensive support plan for Children who are leaving higher levels of care, or who have experienced multiple moves to assist in matching these Children to Resource Families.
dd) Developing and maintaining a website. The website shall, at a minimum, provide resource and contact information such as: Agency policy, training schedules, location of support groups, and newsletters.
ee) Maintaining a toll-free information and referral telephone line for Resource Families. The Contractor shall staff a call center to answer and respond to calls a minimum of Monday through Friday from 8:00 a.m. to 4:30 p.m. This telephone line must have voicemail capabilities with callers receiving a response within one (1) Business Days. This information and referral service shall provide information that includes at a minimum: training, support groups, matching guidance, Adoption Respite, and community resources.
ff) Following up with Children who transitioned out of CISR services to the care of a positive, supporting adult already present in their life. Ensure this positive, supporting adult has pursued licensure or accepted custody of the Child and has appropriately taught and cultivated individual life skills.

1.3.7.1.1 Additional Support for Enhanced Foster Family Homes

The Contractor shall ensure the aforementioned support requirements are provided to Enhanced Foster Family Homes, as well as the following additional enhanced support requirements:

a) Ensure Enhanced Foster Family Homes have access (phone call) to a Clinically-Trained staff person within 24 hours of an emergency situation or crisis.
b) Ensure Enhanced Foster Family Homes have a face-to- face meeting with a Clinically-Trained staff person within seven (7) days of an emergency situation or crisis.
c) Ensure the Caseworker visits an Enhanced Foster Family Home each week of the first six (6) weeks after a Child is placed and provides comprehensive support.

d) Develop a respite plan and secure a respite provider.

1.3.7.2 Post-Adoption Support

The Contractor shall provide individual and group post-adoptive support service and referral to community supports to prevent adoption disruption and dissolution to families that have adopted special needs Children that are eligible for the Agency's Adoption Subsidy Program. The Contractor holds the responsibility for information coordination to ensure Post-Adoption support is easily and readily accessible. The Contractor shall ensure Post-Adoption Support always promotes the best outcomes for the Child and Resource Family. Post-Adoption Support shall be paid separately using Promoting Safe and Stable Families (PSSF) federal funding. Support shall include but not be limited to:

a) Accepting referrals for post-adoption services from the Agency, Contractor support Caseworkers, and self-referrals from Adoptive Families who are eligible for post-adoption services.
b) Developing an approved menu of support offerings and description of post-adoption supports.
c) Developing and implementing effective marketing of these services to Adoptive Families.
d) Making contact with the Adoptive Family within seven (7) calendar days after receipt of a referral, and if not completed documenting the attempts at contacting the family and the reason contact was not made.
e) Meeting face-to-face with the Adoptive Family before the adoption is finalized to provide information about Post-Adoption Services and develop a post-adoption support plan including follow-up contacts by the Contractor after finalization.
f) Developing service goals and individualized supports in accordance with the Adoptive Family's identified needs.
g) Documenting that the Adoptive Family is eligible for services based on having an Adoption Subsidy Agreement.
h) Providing immediately available crisis intervention to the family, as necessary, to stabilize the family within 24 hours of the request from the Adoptive Family.
i) Providing linkages to clinical supports to prevent disruption that are appropriate and available in the community.
j) Interfacing with community agencies and supports with or on behalf of the Adoptive Family.
k) Providing opportunities to interact with other Adoptive Families through facilitated support groups open to all Adoptive Families.
l) Providing flexibility in accessing services.
m) Conducting outreach in an active manner to promote services (e.g. advertising).
n) Maintaining skilled adoption competent staff to work with Adoptive Families who have high needs.
o) Maintaining a standardized Packet of information with resources and contact information for when assistance is needed.
p) Maintaining an accurate understanding of the adoption subsidy program and supports available through adoption subsidy.
q) Providing adoption specific trainings or conferences for any family who has adopted.

1.3.7.3 Adoption Respite Program Administration

The Adoption Respite program provides a temporary relief for Iowa adoptive parents of Children who are eligible for adoption subsidy. The Contractor shall administer the Adoption Respite program as agreed upon with the Agency, including but not limited to the following services:

a) Provide assistance to subsidized Adoptive Families in Iowa by offering options for respite providers including Resource Families who would be interested in providing the respite care.
b) Track up to five (5) days of Adoption Respite for eligible Iowa Agency adoption homes each fiscal year (July 1 to June 30) at $20 a day.
c) Provide payment to the Adoption Respite provider with allocated funds after receipt of a signed Adoption Respite invoice. The Contractor shall ensure both the Adoption Respite provider and

the adoptive parent sign the invoice before payment is issued.

1.3.7.4 Support in Finding Adoptive Families for Waiting Children

The Contractor shall support the Agency in finding Adoptive Families for waiting Children. Specifically, the Contractor shall:

a) Register Children with adoption as a Permanency goal on the national exchange located on the AdoptUsKids website, www.adoptuskids.org, in accordance with the Agency's rules, Iowa Administrative Code 441-203.
b) Provide waiting Adoptive Families with AdoptUsKids registration information and facilitate information sharing between Adoptive Families and the Agency's Placement workers.
c) Maintain a toll free telephone number that provides information and referral information to Adoptive Families regarding waiting Children.
d) Update the exchange information within three (3) Business Days of receiving the information from the Agency.
e) Implement a mechanism to share Adoptive Family profile information with Agency adoption staff searching for an Adoptive Family for a Child.

1.3.7.5 Protocols

Any protocol signed by both the Agency and the Contractor shall be enforceable under this Contract. Any changes to the Code of Iowa or Iowa Administrative Code requirements during the Contract period shall take precedence over language in this Contract.

1.3.8 Reports and Data

The Contractor shall provide the Agency with data, reports, and information to determine areas of strength and areas to improve in all aspects of RRTS services. Reports and data shall not only include directly quantifiable data but shall also include active, meaningful reporting on communication with Resource Families throughout the provision of services. Reports shall consider the complete, holistic status of each family and Child including successes and challenges, not just disparate data measures. Reports shall also continually and proactively inform and improve the RRTS process, working to recruit families with successful characteristics, preemptively identify families in need, and increase the effectiveness of training and support. At all times, reports and data shall be used to ensure RRTS services are following the Agency's Guiding Principles, the Family-Centered Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the services provided.

Reports shall be provided to the Service Contract Specialist and the Contract Manager and the Contractor shall maintain the ability to electronically transmit documents. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency. Contractors shall use encrypted email in any correspondence containing confidential information.

The format and timing for all reports shall be contingent upon Agency approval. Contractor shall provide all applicable data and reports in an Agency approved format, either by inputting into an electronic database, via other electronic means, or through written reports. Contractor shall collaborate with other contracted providers to create a standardize report template that shall receive final approval from the Agency.

The Agency may request at any time, with appropriate notice, ad hoc reports and/or meetings with the Contractor. These reports and/or meetings may occur in person, over the phone, or electronically at the Agency's discretion.

1.3.8.1 Critical Incident Data and Reports

The Contractor shall provide a weekly report to the Agency of all Critical Incidents in an Agency approved format including but not limited to:

a) Injury to the Child that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office;
b) Injury to another Child in the home that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office;
c) Injury to a Resource Parent that requires treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office;
d) Self-harm;
e) Damage to property;
f) A runaway or other absence without leave;
g) Police calls or other law enforcement involvement due to a Child's behavior or other actions;
h) Placement into juvenile detention;
i) Sexual contact (with a household member or either consensual or non-consensual conduct with a peer);
j) Medication errors; and
k) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.2 Placement Data and Reports

Every two weeks the Contractor shall submit a report that shall indicate names, age, sex, race/ethnicity, special needs, and criteria specified by the Agency for each Child for whom the Contractor has been unable to find a Resource Family within the required timeframes. The Contractor shall include a brief narrative explaining issues and possible solutions to find Placement.

1.3.8.3 Monthly Data and Reports

The Contractor shall submit monthly data and reports by the 20th of the following month in an Agency approved format. Specifically, these data and reports shall include the following:

1.3.8.3.1 Monthly Data

a) The number of Foster and Adoptive Families who are non-white;
b) The number of Foster and Adoptive Families who are LGBTQ affirming;
c) The number of Enhanced Foster Family Homes;
d) The number of Foster Family homes available for matching;
    i. Building capacity in all Foster Family types – respite, short term or emergency, etc.
    ii. Geographical location of Foster Family homes in relation to where Children are removed
e) Numbers of Foster and Adoptive Family homes – by county, city, school district;
f) The proximity each Child's removal home to the Foster Family home where the Child is placed;
g) Net number of licensed Foster Families available for matching;
h) Net number of non-white licensed Foster Families available for matching;
i) Net number of Enhanced Foster Family Homes available;
j) Total number of inquiry calls;
k) Number of families who attend orientation;
l) Number of families who attend pre-service training (as compared to those who made inquiry calls and attended orientation);
m) Resource Families recruited as compared to goals established within each Service Area/community;
n) Number of Resource Families who leave each quarter and reason;
o) Number of newly licensed/approved Resource Families that have not been selected for a Placement of a Child within one (1) year of the issuance of the license, the number of times contacted, and the reason(s) the Resource Family was not selected;

p) Number of licensed/approved Resource Families who were not contacted for Placement of a Child and the reason(s) the family was not contacted;
q) Number of Resource Families who were contacted but not selected for Placement of a Child and the reason(s) why the family was not selected;
r) Number of Resource Families identified for a match that actually result in Child placed with the Resource Family;
s) Number of Resource families who are "on hold" and not accepting Children and the reason(s) why the family is on hold. A separate list of these families shall also be provided;
t) Frequency of Contractor worker interactions with Resource Families;
u) Number of Foster Families that exceed Foster Family home licensing capacity;
v) Number of Children placed in Enhanced Foster Family Homes; and
w) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.3.2 Monthly Contact Data and Reports

The Contractor shall submit monthly reports documenting visits and contacts with Resource Families by the Contractor. These reports shall contain the following data and be submitted by the 20th of the following month:

a) Service Area and County Name;
b) Support Date;
c) Family Name;
d) Type of Contact;
e) Reason for Contact;
f) If there is a child placed in the home;
g) Duration of time since last contact in days; and
h) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.4 Monthly Post-Adoption Services Data and Reports

The Contractor shall provide detailed monthly reports to the Agency for Post-Adoption Services containing the following data by the 20th of the following month:

a) Service Area and County Name;
b) Support Date;
c) Family Name;
d) Type of contact;
e) Duration of Contact;
f) Child Name;
g) Family Goals;
h) Service provided;
i) Detailed report documenting the total cost of the program for the year, month by month; and
j) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.5 Quarterly Data Summaries and Reports

The Contractor shall submit quarterly data summaries and reports by the 20th of the month following the end of the quarter in an Agency approved format. Data shall be accurate as of the last day of the quarter. The data in these summaries and reports shall be an aggregate of the data included in Critical Incident data and reports (Section 1.3.8.1), Placement data and reports (Section 1.3.8.2), Monthly data and reports (Section 1.3.8.3), and monthly Post-Adoption Services data and reports (Section 1.3.8.4). In addition to these data summaries, the quarterly data summary and report shall include qualitative reports from active, meaningful communication with Resource Families throughout the provision of services. These reports shall provide a cohesive narrative of services, trends, and collective outcomes, challenges, and successes during that quarter, and may include issues and examples discussed by Service Area Leadership Teams

and in Local Quality Improvement Meetings. Specifically, these data summaries and reports shall include the following information:

1.3.8.5.1 Quarterly Data

a) Aggregate summary of all data included in Critical Incident data and reports (Section 1.3.8.1), Placement data and reports (Section 1.3.8.2), Monthly data and reports (Section 1.3.8.3), and monthly Post-Adoption Services data and reports (Section 1.3.8.4), presented in an Agency approved template.
b) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.5.2 Quarterly Overview Reports

Reports shall include the following information:

a) Overview of trends and common, collective feedback from Caseworkers and Resource Families regarding the successes, needs, and challenges Foster Families and Adoptive Families have provided.
b) Information resulting from contact with Resource Families throughout a Child's placement and after a Child has left the home regarding what strategies are and are not working throughout the RRTS process. Report shall include how Contractor plans to use this input to improve strategies in the future, including possibilities for innovation. Report shall also include how Contractor has been using this information to inform the RRTS process, including working to recruit families with successful characteristics, preemptively identifying families in need, and increasing the effectiveness of training, matching, and support.
c) Most significant successes and challenges in the general provision of RRTS services.
d) Most significant successes and challenges in the provision of recruitment, retention, training, matching, and support services.
e) Most significant successes and challenges in the provision of Service Area service.
f) Most significant successes and challenges in collaboration with other Contractors.
g) Most significant successes and challenges in application of the One Caseworker Model.
h) Analysis of the characteristics of Children who are difficult to place in a Resource Family setting.
i) Resource Family satisfaction regarding training, orientation, and ongoing support.
j) The most successful recruitment efforts employed each quarter.
k) The most significant barriers encountered to recruitment.
l) Narrative of whether the matching process has met the Placement criteria, Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles, including biggest successes and challenges.
m) Evaluation of whether matches have been successful, including metrics and data, but also a summary of the deep and meaningful communications with Resource Families. This evaluation shall provide a detailed analysis of the status of families and matches, including successes and challenges.
n) Summary of Caseworkers communication with Children and Resource Families including specific and common, collective findings.
o) Overview of how match evaluations and Caseworker findings have guided improvements and changes to matching.
p) Overview of how match evaluations and Caseworker findings have guided improvements and changes to other aspects of RRTS services.
q) A narrative detailing specific and common, collective findings from all visits and contacts with Resource Families. This narrative shall include, at a minimum:

i. Successes, challenges, stressors, concerns, training needs, criticisms, praise, and any other relevant information from Resource Families that can enhance the families' ability to care for a Child in out-of-home Placement,
ii. Information resulting from these visits and contacts regarding what strategies are and are not working throughout the RRTS process. Report shall include how Contractor plans to use this input to improve strategies in the future, including possibilities for innovation. Report shall also include how Contractor has been using this information to inform the RRTS process, including working to recruit families with successful characteristics, preemptively identifying families in need, and increasing the effectiveness of training, matching, and support,
iii. Reasons why Resource Families have chosen to accept or refuse Placements.
iv. Changes within Resource Families that are either positively or negatively affecting their participation in the Foster Family / Adoptive Family process.
v. Successes and challenges resulting from use of the One Caseworker model.

r) A narrative detailing specific and common, collective findings from Post-Adoption services. This narrative shall include, at a minimum:
   i. Successes, challenges, stressors, concerns, training needs, criticisms, praise, and any other relevant information from Adoptive Families that can enhance the families' ability to care for a Child. Particular focus shall be placed on issues that have caused or are at risk of causing adoption disruption and/or dissolution to families.
   ii. Changes within Adoptive Families that are either positively or negatively affecting their participation in the Adoptive Family process.
   iii. Successes and challenges resulting from use of the One Caseworker model.
s) A narrative detailing specific and common collective findings from Critical Incident data and reports (Section 1.3.8.1) and Placement data and reports (Section 1.3.8.2).
t) Summary of issues discussed by Service Area Leadership Teams and in Local Quality Improvement Meetings.
u) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.5.3 Quarterly Packet Data and Reports

The Contractor shall provide quarterly reports to the Agency containing data regarding submission of Packets. Failure to meet timeliness and accuracy standards may result in a Performance Improvement Plan per Section 1.3.13. The following data shall be included in a report submitted by the 20th of the month following the end of the quarter in an Agency approved format:

a) List of newly licensed Foster Families and approved Adoptive Families:
   i. Service Area and county
   ii. Family name
   iii. Type - licensed for Foster Care, approved for adoption, or both
   iv. Date of Agency approved pre-service training
   v. Date the Packet was due to the Agency
   vi. Date the Completed Packet was submitted to the Agency
   vii. Other items as determined by the Agency after joint conversations with the Contractor
b) List of renewed Foster Families and approved Adoptive Families:
   i. Service Area and county
   ii. Family name
   iii. Type - licensed for Foster Care, approved for adoption, or both
   iv. Date license or approval expired
   v. Date the Packet was due to the Agency
   vi. Date the Completed Packet was submitted to the Agency

vii. Other items as determined by the Agency after joint conversations with the Contractor

c) List of relatives or other suitable persons who had a home study completed:
   i. Service Area and county
   ii. Family name
   iii. Date study was completed
   iv. Other items as determined by the Agency after joint conversations with the Contractor

1.3.8.5.4 Quarterly Matching Data and Reports

The Contractor shall submit quarterly matching data and reports by the 20th of the month following the end of the quarter in an Agency approved format. These data and reports shall not only include directly quantifiable data, but shall also include qualitative reports from active, meaningful communication with Resource Families throughout the matching process, including evaluating whether each match was successful. Specifically, these data and reports shall include the following:

a) Service Area and county where the Child resides;
b) Child's name;
c) Child's state identification number;
d) Referral date and time;
e) Due date and time;
f) Match date and time;
g) Outcome of referral;
h) Cancelled reason (if applicable);
i) Cancelled date and time (if applicable);
j) Name of the Resource Family who accepted the Child;
k) The distance between the Resource Family home and the Child's removal home;
l) Number of face-to-face contacts within five days of a Child's placement into a foster home, or reasons why contact was not made;
m) If the Child had to change schools;
n) Was the referral to an Enhanced home; and
o) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.6 Annual Agency Model of Practice, Family-Centered Model of Practice, and Guiding Principles Report

The Contractor shall submit an annual report in an Agency approved format detailing how the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles are being incorporated and followed in all aspects of the Contractor's services. This report shall include a detailed explanation of:

a) How the Contractor is adhering to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles in the provision of recruitment, retention, training, matching, support, and all other services.
b) How the Contractor is ensuring Resource Families are following the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
c) Successes and challenges the Contractor and Resource Families have faced relating to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
d) Proactive strategies and improvements the Contractor has taken relating to the Agency's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
e) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.7 Annual Innovation and Improvement Report

The Contractor shall report in an Agency approved format on work done to advance innovative ideas and achieve improvements throughout all RRTS services. These reports shall highlight work done by the

Contractor to move toward the Agency's future goals and improve the child welfare program. This report shall include a detailed explanation of:

a) Proactive and innovative tactics used in the delivery of RRTS services.
b) Efforts and strategies used to improve the overall provision of RRTS services.
c) New Service Area specific techniques that address Service Area's specific needs, populations, geography, or other characteristics.
d) Innovative methods of collaboration with other Contractors.
e) Successes and challenges encountered in moving toward Agency's future goals, including integration with other services.
f) Ideas on how to improve RRTS services in the coming years.
g) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.8 Annual Staffing Report

The Contractor shall provide and annual staffing report in an Agency approved format at the end of the State fiscal year that includes at the minimum the following information:

a) Organizational structure;
b) Staffing ratios;
c) Staff turnover;
d) Full-time equivalents (FTEs);
e) Salaries and benefits; and
f) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.9 Staffing

The Contractor shall meet all staff qualifications as defined in Iowa Administrative Code 441-108, Licensing and Regulation of Child-Placing Agencies. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

a) Ensure staff shall have a strong desire to participate in the program, support, encourage, and help Children, and meet Agency goals;
b) Ensure staff shall be trained in, and follow at all times, the Agency's Model of Practice, the Family-Centered Model of Practice, Guiding Principles, and the Culturally and Linguistically Appropriate Service Standards;
c) Take all steps necessary to ensure implementation of the One Caseworker Model;
d) Ensure Contractor staffing ratios are based upon geographic and population considerations;
e) Ensure each staff member serving the Caseworker role shall serve no more than thirty-five (35) licensed Foster Families at one time and shall have limited other duties;
f) Have staff fully dedicated to the Contract – full time supervisors, Caseworkers, trainers, and other staff;
g) Implement policies to encourage staff retention;
h) Train staff in the skills needed to assess a Resource Family's cultural responsiveness; and
i) Provide clinical supervisory support.

1.3.9.1 Program Director

The Contractor shall maintain a Program Director dedicated to services performed pursuant to this Contract to execute specific administrative duties as defined in the organization's by-laws and policy manual. The Program Director shall have a minimum of a Bachelor degree in Social Work, Mental Health Counseling, Family Therapy, Sociology, Psychology, related area of human services, business or public administration, and a minimum of two years of experience in a social services agency. A Master's degree in any of these fields is preferred.

1.3.9.2 Supervisors

The Contractor shall maintain Supervisors who oversee the work of Caseworkers and Trainers as well as coordinate recruitment, retention, matching, training, and support services throughout the program. The role of Supervisors is to supervise, though in limited situations Supervisors may temporarily take on Caseworker responsibilities.

1.3.9.3 Caseworkers
The Contractor shall maintain Caseworkers to become the one Caseworker for Resource Families, acting as the single point of contact through Foster Family licensing/Adoptive Family approval, training, matching, and support through closure. Each Caseworker shall serve no more than thirty-five (35) licensed Foster Families.

1.3.9.4 Trainers
The Contractor shall maintain Trainers who coordinate, plan, and conduct the training of Resource Families.

The staffing positions listed above are the Agency's main, required positions. The Contractor shall hire staff in other positions, as seen fit, in order to best provide RRTS services.

1.3.10 Joint Quality Improvement Activities
The Agency's Program Manager or designee and/or Service Contract Specialist, and the Contractor's Project Manager and/or Performance Improvement Manager shall meet at least quarterly or more often as needed to review performance data, issues, trends, and problem-solve solutions for the Contract. The Contractor shall be available for all meetings with the Agency.

Additionally, the Contractor shall implement and utilize an established Quality Assurance and improvement system for tracking and evaluating the effectiveness of service delivery under this Contract and adherence to Agency approved and required elements of their bid proposal

1.3.10.1 Service Area Leadership Teams
The Contractor shall organize Service Area Leadership Teams. Specifically, the Contractor shall:

a) Actively recruit team members not limited to Agency staff, Agency contracted services staff, Resource Families, and other interested stakeholders to serve on Service Area Leadership teams who will enhance and support Service Area leadership efforts.
b) Review strategies and use data to assess barriers to achieving Agency goals, including whether the Guiding Principles, Agency Model of Practice, Family-Centered Model of Practice, and objectives moving forward are being followed and met. Assess whether the One Caseworker Model is being utilized appropriately and whether the recruitment, retention, training, and support process is providing the best possible service to Resource Families and Children.
c) Review common, collective feedback from Caseworkers regarding the successes, needs, and challenges Foster Families and Adoptive Families have provided to their Caseworkers.
d) Collaborate with other Service Area Leadership Teams to share and develop strategies to improve the provision of services.
e) Conduct Service Area Leadership Team meetings no more frequently than monthly and no less frequency than quarterly.

1.3.10.2 Local Quality Improvement Meetings
The Agency Service Area Manager and/or designee(s) will meet on up to a monthly basis but no less than quarterly with the Contractor's designee(s) and a designee(s) from the Service Area Leadership Team to engage in local problem solving and efforts to improve performance within the Service Area. This Local Quality Improvement group will jointly review performance data for the purpose of resolving issues and identifying positive trends. At each meeting, the Local Quality Improvement group will develop action

steps and monitor outcomes for all areas of the Contract needing improvement in accordance with statewide protocol and the terms of the Contract. The meetings shall address licensing issues and other field level issues in a timely manner. During each quarter of the fiscal year, the group may engage in a more in-depth review including, but not limited to, such recommended activities as:

a) Sampling Foster and Adoptive Family files for quality improvement of home study Packet content and timeliness;
b) Identifying methods for improving Resource Family support and retention;
c) Discussing strategies for Placement of Children for whom no match has been found;
d) Identifying methods for making appropriate matches and providing more than one Placement optional;
e) Identifying methods for meeting Child and Family Service Review targets; and
f) Identifying systemic barriers to improving performance.

1.3.10.3 Statewide Meetings

The Contractor shall attend a statewide contractor meeting. The Contractor shall attend other statewide meetings as needed or requested by the Agency.

1.3.11 Dispute Resolution Protocol for Service Provision

The Contractor shall accept all Agency referrals to the Contractor for services described in this Contract. The Contractor must understand:

- Children referred for Placement matches may have complex and multi-dimensional needs
- Range and intensity of supportive services to Resource Families may vary widely, based on needs, skills, and experience of the individual Resource Family and needs of a Child or Children in Placement
- Recruitment needs may vary widely from Service Area to Service Area

If a Contractor, or their subcontractor staff, is directed by an Agency worker to provide a level of interventions or supports beyond what they believe is required or reasonable, the Contractor, or their subcontractor, shall be expected to provide services to the family at the level directed by the Agency while the matter is being resolved. The Contractor can communicate the basis of their belief in writing or via electronic communication to the Agency worker and their supervisor. Every effort shall be made to resolve the service provision dispute at the lowest level possible, through discussions between the Agency worker and their supervisor and the Contractor and/or subcontractor worker and supervisor, generally within five (5) Business Days of receipt of the review request.

If the Contractor is not satisfied with the dispute resolution decision of the Agency worker and their supervisor, the Contractor may refer the situation in writing or via electronic communication to the respective Agency Service Area Manager (SAM) or designee for review. This review shall be generally completed within seven (7) Business Days after receipt of the request for review. After completion of this review, the Agency SAM or designee will communicate the Agency's decision in writing to the Contractor.

If a dispute over Contract terms is identified, the Social Work Administrator (SWA) reviews the Contract dispute and refers to the Agency Service Contract Specialist. The Service Contract Specialist reviews the dispute and attempts to resolve the issue. If the issue is not resolved, the dispute is elevated to the Contract Owner where the dispute is negotiated with the Contractor.

1.3.12 Transition Activities

The Agency anticipates that to the greatest extent possible there shall be a continuation of services from the time the Contractor is announced until the beginning of the new Contract. Prior to the implementation of the new Contract, the Contractor shall:

a) Have sufficient staff trained in order to conduct scheduled training for enrolled families.

b) Train all home study workers in licensing and approval rules within six (6) months of the effective date of this Contract.
c) Make contact with all Resource Families within one (1) month of the effective date of the Contract.
d) Develop specific recruitment and retention plans within sixty (60) days of the effective date of the Contract.

1.3.13 Performance Improvement Plans

Any time after the first six months of the Contract, if the Agency determines the Contractor is not performing to Contract standards, the Contractor may be required to develop and submit a Performance Improvement Plan to the Agency within 45 days of notification by the Agency's Service Contract Specialist.

The Performance Improvement Plan shall describe the action steps and benchmarks the Contractor plans to implement in order to meet the minimum expectations. Performance Improvement Plans shall continue following an Agency approved timeline for up to six months and shall contain measurable improvement goals that will be achieved by the Contractor. The Contract Owner must approve all Performance Improvement Plans.

Once the Performance Improvement Plan has been approved, the Contractor shall submit required documentation, including reports concerning progress on the plan at an Agency approved frequency, to the Agency Service Contract Specialist. If at the conclusion of the initial Performance Improvement Plan the Contractor is still not performing to Contract standards, the Contractor shall develop a second Performance Improvement Plan. If either of these Performance Improvement Plans is not completed according to the Agency's specifications, the Agency reserves the right to reduce monthly payments by 10% until the Performance Improvement Plan is completed. The Service Contract Specialist will monitor implementation of the plans for their duration. Determination of whether a Contractor has completed a Performance Improvement Plan will be made at the sole discretion of the Agency.

1.3.14 Agency Responsibilities for Monitoring, Review, and Problem Reporting

1.3.14.1 Agency Monitoring

The Contract Manager or designee will verify invoices and supporting documentation itemizing work performed prior to payment, determine compliance with general Contract terms, conditions, and requirements, and assess compliance with deliverables, performance measures, or other associated requirements based on reporting from the Service Contract Specialist.

The Agency will assign a Service Contract Specialist to this Contract. The Service Contract Specialist will be responsible for the following Contract management responsibilities:

a) Responding to day-to-day questions from the Contractor. The Service Contract Specialist may consult with the Agency Program Manager and/or other Agency staff as necessary to coordinate a response.
b) Resolving, to the extent possible, Contract issues and disputes between the Agency and the Contractor, maintaining a log of disputes between the Agency and the Contractor, and referring any disputes that cannot be resolved to the Contract Owner.
c) Monitoring the Agency's data on a quarterly basis, and making a recommendation to the Contract Owner regarding any incentive payments the Contractor is eligible to obtain.
d) Advising the Contractor of what incentive payments the Contractor can invoice for and approving such invoices.
e) Conducting reviews of Contractor records, including the records of subcontractors as necessary, to validate the Contractor's service reporting and their compliance with the service requirements, and provide a report to all of the Service Area Managers, the Contract Owner, the Administrator for the Division of Fiscal Management, and the Bureau Chief of Service Contract Support.

f) Monitoring any Performance Improvement Plans (PIP) that the Contractor is required to develop to improve their performance in meeting the service requirements described in the scope of work.
g) Conducting reviews of the Contractor's overall Quality Assurance system to validate that the Contractor is implementing a Quality Assurance system as described in their Contract.
h) Reviewing data regarding Contractor performance to make a recommendation to the Program Manager, Service Area Manager, and Contract Owner regarding Contract renewal and any necessary Contract amendments.

1.3.14.2 Agency Review Clause

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 minimum, the Agency will conduct an annual review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. 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 activities.

1.3.14.3 Problem Reporting

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 Contract Owner 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.

1.3.14.4 Addressing Deficiencies

To the extent that deficiencies 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 plan acceptable to the Agency to resolve the deficiencies.

1.3.15 Performance Measures

1.3.15.1 Performance Measures Overview

Performance measures and targets are included as a part of this Contract and used to assess performance by the Contractor. The performance measures are designed to help further align Contractor incentives with better outcomes for Children and Resource Families. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving RRTS services and outcomes.

The performance measures and targets included are the performance expectations. Up to an additional 10% of the Contractor's eligible fee for each Service Area may be earned as a performance incentive payment for meeting or exceeding performance measures in each Service Area. Payments for Post

Adoption Support (Section 1.3.7.2) will be paid for using federal PSSF funds and are not eligible for incentive payments.

Contractors shall submit monthly Invoices for performance incentive payments after review and approval of all applicable data and measures by the Agency Contract Manager or Service Contract Specialist.

The determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may alter performance measures as it sees fit and add or extend performance measures for Contract years 3-6 as applicable. If the Contract is extended past the initial two-year period, and no adjustments have been made to performance measures, then the latest Contract year's performance measures will be extended to the next Contract year,

The following performance measures determine eligibility for performance incentive payments.

1.3.15.2 Performance Measure 1 – Stability

Children placed into a licensed Foster Family home within the quarterly reporting period will experience Stability in Placement. A Child's first Placement should be the Child's only Placement. The Contract payment for performance will be based on the percent of Children who remain in the same licensed foster home 180 days after Placement or:

- will have exited the licensed foster home to a trial home visit working towards reunification; or
- will have exited to a relative home; or
- will have exited to a pre-adoptive Placement working toward Permanency; or
- will have attained Permanency through adoption or guardianship.

The percent of Children who have Stability for the first 180 days in family Foster Care homes will be measured on specific entry cohort. The entry cohort is Children who experience their first Placement into a Foster Family home from their removal home or from shelter under this Contract. The Contractor will be responsible for the stability of any Child placed with a Resource Family within the Contractor's Service Area. The entry cohort will be determined at the end of each measurement quarter. Performance will be evaluated 180 days after the last day of the measurement quarter. Any Child who experiences more than one licensed Foster Family home Placement within the measurement quarter will be evaluated based upon the earliest of the licensed Foster Family home Placements within the measurement quarter.

Example provided for clarity: The first measurement quarter of the contract is expected to be 7/1/2016-9/30/2016. The entry cohort for this measure will be all Children placed with a Resource family within the measurement quarter. For each child, stability will be measured based on the 180 day time period starting on their entry date. A child entering on 7/1/2016 will be measured from 7/1/2016-12/28/2016. A child entering on 9/30/2016 will be measured from 9/30/2016-3/29/2017. Performance for this entry cohort will be evaluated after 3/29/2016 when all Children within the entry cohort have passed the 180th day mark.

Contract payment will be made using the following standards (note: the Gold and Silver Standards are mutually exclusive by quarter and both cannot be earned for the same quarter):

Gold Standard (payment of 2.5% of quarterly eligible Contract value) – Greater than or equal to 93% of Children in family Foster Care will be Stable in their first Placement for six (6) months

Silver Standard (payment of 1.5% of quarterly eligible Contract value) – Greater than or equal to 88% of Children in family Foster Care will be Stable in their Placement for six (6) months

Incentive payments by Service Area (if the Agency determines the Performance Measure has been met for that quarter):

- Service Area 3 (Eastern):
  - Gold Standard: $7,797.03 per quarter
  - Silver Standard: $4,678.22 per quarter

1.3.15.3 Performance Measure 2 – Recruitment and Retention (Overall Net Increase in Families)
The Contractor shall increase the net number of licensed Foster Families available for matching on an annual basis. The Contractor's net increase in number of licensed Foster Families will be based on the number of licensed Foster Families available for Matching on July 1st at the beginning of that Contract year and the number of licensed Foster Families available for Matching on June 30th at the end of that same Contract year. The Contract payment for performance is based on the following increases in net number of families during each year per Service Area:

Service Area	Standard[1]	First Contract Year Net Increase in Families Available for Matching[2]	Second Contract Year Net Increase in Families Available for Matching[2]
3 (Eastern)	Gold	15	20
	Silver	11	14

[1]Gold and Silver represent payment of 2.5% and 1.5% of annual eligible Contract value respectively. The measures are mutually exclusive by year and both cannot be earned for the same year.
[2]Net increase during the applicable Contract year must be greater than or equal to the net increase number listed. Net increase is based on the increase from the beginning (July 1st) of the Contract year to the end (June 30th) of the same Contract year. It is not measured as an increase from the start date of the Contract except in the first Contract year.

Incentive payments by Service Area (if the Agency determines the Performance Measure has been met for that year):

- Service Area 3 (Eastern):
  - Gold Standard: $31,188.13 per year
  - Silver Standard: $18,712.88 per year

1.3.15.4 Performance Measure 3 – Recruitment and Retention (Increase in Non-White Families)
The Contractor shall increase the net number of licensed non-white Foster Families available for matching on an annual basis. The Contractor's net increase in number of licensed non-white Foster Families will be based on the number of licensed non-white Foster Families available for Matching on July 1st at the beginning of that Contract year and the number of licensed non-white Foster Families available for Matching on June 30th at the end of that same Contract year. The Contract payment for performance is based on the following increases in net number of non-white families during each year per Service Area:

Service Area	Standard[1]	First Contract Year Net Increase in Non- White Families Available for Matching[2]	Second Contract Year Net Increase in Not-White Families Available for Matching[2]
3 (Eastern)	Gold	8	8
	Silver	6	6

[1]Gold and Silver represent payment of 2.5% and 1.5% of annual eligible Contract value respectively. The measures are mutually exclusive by year and both cannot be earned for the same year.

[2]Net increase during the applicable Contract year must be greater than or equal to the net increase number listed. Net increase is based on the increase from the beginning (July 1st) of the Contract year to the end (June 30th) of the same Contract year. It is not measured as an increase from the start date of the Contract except in the first Contract year.

Incentive payments by Service Area (if the Agency determines the Performance Measure has been met for that year):

- Service Area 3 (Eastern):
  - Gold Standard: $31,188.13 per year
  - Silver Standard: $18,712.88 per year

1.3.15.5 Performance Measure 4 – Enhanced Foster Family Homes

Performance Measure 4a. *Contract Year One Only:*
The Contractor shall increase the number of Enhanced Foster Family Homes available for matching during the first Contract year. The Contract payment for performance is based on the following number of Enhanced Foster Family Homes in the Service Area during the first Contract year (note: the Gold and Silver Standards are mutually exclusive by year and both cannot be earned for the same year):

Gold Standard (payment of 2.5% of annual eligible Contract value) – Greater than or equal to six (6) unique approved Enhanced Foster Family Homes in the Contractor's Service Area at the end of the first Contract year

Silver Standard (payment of 1.5% of annual eligible Contract value) – Greater than or equal to three (3) unique approved Enhanced Foster Family Homes in the Contractor's Service Area at the end of the first Contract year

Incentive payments by Service Area (if the Agency determines the Performance Measure has been met for that year):

- Service Area 3 (Eastern):
  - Gold Standard: $31,188.13 per year
  - Silver Standard: $18,712.88 per year

Performance Measure 4b. *Starting Contract Year Two:*
During the second Contract year, the Contractor shall be measured on stable Placement of Children in Enhanced Foster Family Homes on an annual basis. The Contract payment for performance is based on the following number of stable Placements (Placements with Children who remain in the same Enhanced Foster Family Home for three (3) months) in the Service Area during the second Contract year (note: the Gold and Silver Standards are mutually exclusive by year and both cannot be earned for the same year):

Gold Standard (payment of 2.5% of annual eligible Contract value) – Greater than or equal to twelve (12) unique Children placed and remaining in an Enhanced Foster Family Home for greater than or equal to three (3) months during the second Contract year

Silver Standard (payment of 1.5% of annual eligible Contract value) – Greater than or equal to six (6) unique Children placed and remaining in an Enhanced Foster Family Home for greater than or equal to three (3) months during the second Contract year

Incentive payments by Service Area (if the Agency determines the Performance Measure has been met for that year):

- Service Area 3 (Eastern):
  - Gold Standard: $31,188.13 per year

- Silver Standard: $18,712.88 per year

1.3.15.6 Performance Measures Summary – Total Available per Year

		Service Area 3: Eastern			
		Payment Frequency	Amount Available per Payment	Amount Available per Year	Percent of Annual Eligible Contract Value Available per Year
Performance Measure 1	Gold Standard	Quarterly	$7,797.03	$31,188.13	2.50%
	Silver Standard	Quarterly	$4,678.22	$18,712.88	1.50%
Performance Measure 2	Gold Standard	Annually	$31,188.13	$31,188.13	2.50%
	Silver Standard	Annually	$18,712.88	$18,712.88	1.50%
Performance Measure 3	Gold Standard	Annually	$31,188.13	$31,188.13	2.50%
	Silver Standard	Annually	$18,712.88	$18,712.88	1.50%
Performance Measure 4	Gold Standard	Annually	$31,188.13	$31,188.13	2.50%
	Silver Standard	Annually	$18,712.88	$18,712.88	1.50%
All Performance Measures		Gold Standard		$124,752.50	10.00%
		Silver Standard		$74,851.50	6.00%

1.4 Contract Payment Clause.

1.4.1 Pricing and Payment Methodology. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated consistent with the Payment Table set forth in Attachment E.

RRTS Services Payment

The Agency will pay Contractor the annual Contract value for RRTS Services in equal monthly installments as set forth in Attachment E.

Post-Adoption Support Payment

Contractor shall track expenditures for Post-Adoption Support, and the Agency will reimburse Contractor for approved expenditures up to the monthly Contract value for Post-Adoption Support. If the annual allocation of PSSF funds is not used by the end of the fiscal year, the final monthly payment shall be reduced by the unspent balance. Administrative Costs may not be reimbursed with PSSF funds. Therefore, Contractor shall not include any Administrative Costs in its documentation supporting the receipt of PSSF funds.

Start-up Cost Payment

Contractor may invoice the Agency for start-up costs up to the value set forth in Attachment E, if any. The Contractor shall submit detailed invoices documenting the expenditure of start-up costs. The Agency reserves the right to reject part or all of Contractor's claim for start-up costs if proper justification is not provided.

Quarterly Incentive Payments

At the end of each Contract quarter, the Agency will review the Contractor's quarterly report submissions. If the Contractor's report shows compliance with applicable performance measures as set forth in Section 1.3.15, the Agency will authorize the Contractor to submit an invoice for the associated quarterly performance incentive as detailed in Section 1.3.15. Payments for Post-Adoption Support are not eligible for performance incentive payments.

Yearly Incentive Payments

At the end of each Contract year, the Agency will review the Contractor's yearly report submissions. If the Contractor's report shows compliance with applicable performance measures as set forth in Section 1.3.15, the

Agency will authorize the Contractor to submit an invoice for the associated yearly performance incentive as detailed in Section 1.3.15. Payments for Post-Adoption Support are not eligible for performance incentive payments.

All Contractor invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.

1.4.2 Reserved.

1.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices 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).

1.4.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment 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 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.

1.5 Insurance Coverage.

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
	Product/Completed Operations Aggregate	$1 Million
	Personal Injury	$1 Million
	Each Occurrence	$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	$1 Million

Excess Liability, Umbrella Form	Each Occurrence Aggregate	$1 Million $1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence Aggregate	$1 Million $1 Million
Professional Liability	Each Occurrence Aggregate	$2 Million $2 Million

1.6 Business Associate Agreement. The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: http://dhs.iowa.gov/HIPAA/baa. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: http://dhs.iowa.gov/HIPAA/baa, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

1.7 Qualified Service Organization. The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

"Acceptance" means that the Agency has determined that one or more Deliverables satisfy the Agency's Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency's Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency's Acceptance Tests.
"Acceptance Criteria" means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.
"Applicable Law" means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.
"Bid Proposal" or "Proposal" means the Contractor's proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.
"Business Days" means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.
"Confidential Information" means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "Disclosing Party") to the other party (a "Receiving Party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency's current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed

by the Receiving Party with the written consent of the Disclosing Party.

"Contract" means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

"Deliverables" means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

"Documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"Force Majeure" means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

"Invoice" means a Contractor's claim for payment. At the Agency's discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

"Solicitation" means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

"Special Contract Attachments" means any attachment to this Contract.

"Special Terms" means the Section of the Contract entitled "Special Terms" that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

"Specifications" means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

"State" means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization,

or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

2.5.4 Other remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;
2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;
2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or
2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.
2.5.6 Contractor's Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:
2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.
2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.
2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.
2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.
2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.
2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Reserved. (Change Order Procedure)
2.7 Indemnification.
2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:
2.7.1.1 Any breach of this Contract;
2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
2.7.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;
2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.
2.8.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals

thereof. The Contractor's insurance shall, among other things:

2.8.1.1 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

2.8.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.8.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.8.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

2.8.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.8.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

2.9 Ownership and Security of Agency Information.

2.9.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

2.9.2 Foreign Hosting and Storage Prohibited. Agency Information shall be hosted and/or stored within the continental United States only.

2.9.3 Access to Agency Information that is Confidential Information. The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.9.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or

criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.9.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, http://secureonline.iowa.gov/links/index.html, and https://ocio.iowa.gov/home/standards.

2.9.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9.9 Contractor's Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.

2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby

irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.10.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.10.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, *Intellectual Property*.

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.11.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and

2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the

Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.11.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.11.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

2.12.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials ("Written Deliverables"). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency's Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.12.2. Reserved. ***(Acceptance of Software Deliverables)***

2.12.3 Notice of Acceptance and Future Deficiencies. The Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

2.13.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the

Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.13.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.13.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

2.13.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.13.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.13.7 Amendments. This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.13.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.13.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the

Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.13.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.13.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.13.12 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

2.13.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.13.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.13.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.13.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.13.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.13.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.13.19 Notice. With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.13.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.13.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.13.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.13.23 Authorization. The Contractor represents and warrants that:

2.13.23.1 It has the right, power, and authority to enter into and perform its obligations under this Contract.

2.13.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.13.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) 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 seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other 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, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.13.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.13.25.1.3 The Contractor, 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 set forth in the financial reports filed with the Agency.

2.13.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data

for the purposes of planning, monitoring, and evaluating its program.

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9).

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend $750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.13.29 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

2.13.31 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.13.35 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

2.13.38 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.13.39 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.13.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.13.41 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any

conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day.

2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

2.14.3.3 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

2.14.3.3.1 A cumulative increase of $25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

2.14.3.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

2.14.3.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2.14.3.4 The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug- free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and

• The penalties that may be imposed upon employees for drug abuse violations;

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

• Abide by the terms of the statement; and

• Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

2.14.4.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

2.14.4.3.1 Take appropriate personnel action against such employee up to and including termination; or

2.14.4.3.2 Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.14.5.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

2.14.5.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict or interest; or

2.14.5.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent

certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

2.14.7.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code §8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

SECTION 3: SPECIAL CONTRACT ATTACHMENTS

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

- Attachment A: Agency's Model of Practice
- Attachment B: Service Area Map
- Attachment C: Culturally and Linguistically Appropriate Service Standards
- Attachment D: Guiding Principles
- Attachment E: Eastern Service Area (SA 3) Payment Table

IOWA DEPARTMENT OF HUMAN SERVICES CHILD WELFARE MODEL OF PRACTICE

INTRODUCTION

DHS's child welfare model of practice is intended to define who we serve and the intended outcomes of child welfare services, as well as the guiding principles for our work and expectations related to practice and program and organizational capacity. This statement of practice has been developed to define, affirm, guide, reinforce, and support DHS's strength-based and family-centered model of practice at all levels. The model of practice is intended to guide practice in individual cases and at the program and organization level, and can be used as a basis of comparison in measuring or judging capacity, quantity, and quality.

The standards in this document establish DHS's expectations for both front-line practice and for program and organizational capacity.

- The first set of standards is framed in terms of front-line practice. They are organized around a "life of the case" framework – starting with intake and moving through service provision and case closure.
- The second set of standards is framed around the program and organizational capacity of the child welfare system.

POPULATION SERVED BY DHS'S CHILD WELFARE SERVICES

DHS is responsible for providing child welfare services to those children and families in which child abuse has occurred and those at high risk for abuse and neglect. The following factors are used to determine when DHS opens a child welfare service case.

- Outcome of the child abuse assessment. If the child abuse assessment is 1) founded or 2) confirmed and not placed and the child is believed to be at high risk of future abuse or neglect.
- Court action. The Juvenile Court may determine that a child is a Child in Need of Assistance (CINA) and in need of DHS supervision.

OUTCOMES

DHS's model of practice is focused on the outcomes in the Better Results for Kids Redesign and the seven outcomes from the federal Child and Family Service Review (CFSR).

Child Welfare Outcomes

Better Results for Kid	Child and Family Service Review
Safety for Children	Safety ➢ Children are, first and foremost, protected from abuse and neglect. ➢ Children are safely maintained in their homes whenever possible and appropriate.
Permanency	Permanency ➢ Children have permanency and stability in their living situations. ➢ The continuity of family relationships and connections is preserved for children.
Academic Preparation and Skill Development	Child and Family Well-Being ➢ Children receive appropriate services to meet their educational needs.
Well-Being	Child and Family Well-Being ➢ Families have enhanced capacity to provide for their children's needs. ➢ Children receive adequate services to meet their physical and mental health needs.

GUIDING PRINCIPLES

DHS's strength-based and family-centered model of practice is rooted in the principles and practices associated with a strength-based and family-centered approach. Our work is also guided by DHS's guiding principles.

The four guiding principles below guide the work of DHS with children and families, each other and the community. They apply to our work with children and families through the life of a case.

- ***Customer focus***. We listen to and address the needs of our customers in a respectful and responsive manner that builds upon their strengths. Our services promote meaningful connections to family and community.
- ***Excellence***. We are a model of excellence through efficient, effective, and responsible public service. We communicate openly and honestly, and adhere to the highest standards of ethics and professional conduct.
- ***Accountability***. We maximize the use of resources and use data to evaluate performance and make informed decisions to improve results.
- ***Teamwork***. We work collaboratively with customers, employees, and public and private partners to achieve results.

MODEL OF PRACTICE RELATED TO FRONTLINE PRACTICE[1]

The following standards apply to frontline practice between the social worker and the child and family.

Intake and Assessment

- When a child abuse report is received, the intake focuses on child safety and captures information necessary to make an informed decision on whether to accept or reject the report.
- During the child abuse assessment, the social worker assesses child's safety, including threats of maltreatment to the child, underlying conditions and contributing factors that may impact threats of maltreatment to the child, factors related to the child's vulnerability, and the family's protective capacities.

During the child abuse assessment, the social worker also assesses the safety of other children in the home.

- When the social worker opens a case for child welfare services, he/she completes a comprehensive family assessment that focuses on the major needs of the child, parents, and foster parents, related to child safety, permanency, and well- being. The assessment identifies the critical underlying issues that must be resolved to achieve safety, permanency and well-being for the child.
- The social worker makes the process transparent to the family, openly sharing information about the process and tools used.
- Efforts are made to ensure that all persons working with the child and family have a shared understanding of the child and family.
- Assessment is an ongoing process and is solution-focused.

Case Planning and Review

- Case decisions and planning are based on concerns about the child's health and safety.
- The child and the child's parents are actively engaged and involved in case planning activities, unless the child is not old enough or is incapacitated or parental involvement is contrary to the child's safety or permanency goal.
- Family team decision-making meetings are used to engage families and their informal supports throughout the case planning process.
- The child's case plan is relevant to the child and family's needs and goals; includes a coherent set of strategies, supports, services, and timelines; reflects a long-term view about what will enable the family to live safely independent of outside supervision; and is coordinated with other plans that the child and family may have (e.g., ETP, family investment plan, substance abuse treatment plan, etc.).
- There is a single point of coordination and accountability to ensure that plans are implemented, monitoring activities are conducted, and information is shared with service team members.
- Family team decision-making meetings and other processes are used to regularly review the child and family's status, service progress, and results to ensure that the service plan

[1] Practice is defined as locally delivered problem solving activities in response to individual children and families and their unique strengths and needs that is aimed at improving child safety, permanency and well-being. Core practice functions include engaging, assessing, case planning, securing necessary resources, implementing a plan of intervention, and monitoring.

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maintains relevance, integrity, and appropriateness. The child's case plan is modified as goals are met and circumstances change.

- The social worker uses full disclosure when discussing progress towards outcomes.

Service Provision (both in-home and out-of-home care)

- General
  - When a child is found to be unsafe, immediate safety plans are implemented to address known threats of maltreatment.
  - When a child abuse report is confirmed and threat of maltreatment is identified, services or supports are provided to protect the child in his/her own, reduce the threat of maltreatment and improve caregiver protective capacities, unless the threat of maltreatment is so great that removal without placement prevention services and supports is appropriate.
  - Relevant community partners (e.g., domestic violence, substance abuse, mental health, schools, community providers, public health, etc.) are engaged in keeping children safe.
  - Children and families receive individualized services matched to their strengths and needs, and to the safety threats identified in the assessment process.
  - The child's permanency goal matches the child's individual needs for permanency and stability.
  - Services are coordinated and information is shared among those providing services to the child and family. All those working with the family function as a team and work collaboratively to solve problems in a manner consistent with the principles of family-centered practice.
- Health
  - The child's physical health needs (e.g., preventive health and dental care, immunizations, treatment for identified health and dental care) are addressed, as needed.
  - The child's mental health needs are addressed, as needed.
- Education
  - The child's case plan reflects attention to the child's education.
- Social Worker Visits
  - The social worker responsible for case planning and coordination has a face-to-face visit with the child frequently enough to ensure the safety of the child, be consistent with the needs of the child and achieve the case plan goals.
  - The social worker responsible for case planning and coordination has a face-to-face visit with the parent frequently enough to monitor case plan progress, evaluate results and achieve case plan goals.
  - Visits with the child and parents focus on the issues pertinent to child safety and well-being, the safety and well-being of other children in the home, case planning, service diversity and goal attainment.

Out-of-Home Service Provision

- Placement Selection
  - When children cannot live safely with their families, diligent efforts are made to identify, evaluate, and consider relatives for placement, consistent with child safety and well-being. Appropriate supports are provided to relative placements.
  - Children are placed within community or county of their parents' residence, unless the reason for the location of the placement outside the community or county is to help the child achieve his or her case plan goals.
  - When a child is placed into foster care, placement selection takes into account the location of the child's school; efforts are made to avoid the child having to change schools as the result of foster care placement.
  - Children are placed with their siblings, unless it is not appropriate to do so based on the child's safety or permanency goal. When children are not placed with their siblings, efforts are made to promote and support interactions between siblings unless interactions are contrary to the child's safety or permanency goal.

- Native American children are placed in compliance with placement preference within the Indian Child Welfare Act.
- Temporary or interim placements for children are avoided. Children are placed in settings that could reasonably be expected to become the child's permanent placement if necessary.

➢ Family Relationships

- A child's primary connections to neighborhood, community, family, friends, culture and faith are preserved in the foster care placement.
- Efforts (including services, visits, family interactions, etc.) are made to promote or maintain a strong emotionally supportive relationship between a child in foster care and the child's parents, unless it is not appropriate to do so based on the child's safety or permanency goal.

➢ Health and Education

- Medical information is shared with foster parents prior to or at the time of placement. Foster parents are given copies of the child's health records.
- Foster parents are given copies of the child's educational records.

➢ Permanency and Stability

- Efforts are made to develop an alliance between the birth family, foster family, resource family, or adoptive family, extended family members, the agency and the child/youth as the vehicle to achieve timely permanence.
- The social worker respectfully engages the family and family and child/youth in a candid discussion about the impact of foster care on children, permanency options, and the possible outcomes of not following through with the case plan.
- Services and supports are provided to maintain a child's placement and to reduce the risk of disruption. Placement changes for a child occur only for reasons directly related to helping the child achieve the goals in his or her case plan.
- When reunification is the permanency goal, efforts are made to return the child safely to his/her home within 12 months of removal
- Families whose children are reunited receive ongoing supports that enable them to safely sustain their children in their home.
- Concurrent planning is used whenever the prognosis for reunification is low.
- Reasonable efforts are made to place children who are legally free for adoption with a permanent adoptive family and to finalize adoptive and to finalize the adoption within 24 months of the most recent entry into foster care.
- A child's permanency goal is "another planned permanent living arrangement" other than adoption, guardianship or return to family only after the other more permanent goals have been considered and appropriately ruled out for this child.
- Services provided to a child in foster care are consistent with and promote achievement of the stated permanency goal on a timely basis.

➢ Transition for Older Youth

- Children age 16 and older have a written plan that includes services and supports to help the youth live safely and function successfully independent of agency services.

➢ Standards Related to Cultural Competence

- Services provided to children and families respect their cultural, ethnic, and religious heritage.

➢ Standards Related to Transition and Case Closure

- Safety and risk is assessed prior to transitions and case closure.
- Cases are closed when the goals related to safety, risk, and permanency have been achieved.
- Services and supports are in place to assure the child and family a smooth, timely, and successful transition when changes occur.

maintains relevance, integrity, and appropriateness. The child's case plan is modified as goals are met and circumstances change.

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  - The child's permanency goal matches the child's individual needs for permanency and stability.
  - Services are coordinated and information is shared among those providing services to the child and family. All those working with the family function as a team and work collaboratively to solve problems in a manner consistent with the principles of family-centered practice.
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  - The child's physical health needs (e.g., preventive health and dental care, immunizations, treatment for identified health and dental care) are addressed, as needed.
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- Services and supports are provided to maintain a child's placement and to reduce the risk of disruption. Placement changes for a child occur only for reasons directly related to helping the child achieve the goals in his or her case plan.

- When reunification is the permanency goal, efforts are made to return the child safely to his/her home within 12 months of removal

- Families whose children are reunited receive ongoing supports that enable them to safely sustain their children in their home.

- Concurrent planning is used whenever the prognosis for reunification is low.

- Reasonable efforts are made to place children who are legally free for adoption with a permanent adoptive family and to finalize adoptive and to finalize the adoption within 24 months of the most recent entry into foster care.

- A child's permanency goal is "another planned permanent living arrangement" other than adoption, guardianship or return to family only after the other more permanent goals have been considered and appropriately ruled out for this child.

- Services provided to a child in foster care are consistent with and promote achievement of the stated permanency goal on a timely basis.

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- Children age 16 and older have a written plan that includes services and supports to help the youth live safely and function successfully independent of agency services.

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- Services provided to children and families respect their cultural, ethnic, and religious heritage.

➢ Standards Related to Transition and Case Closure

- Safety and risk is assessed prior to transitions and case closure.

- Cases are closed when the goals related to safety, risk, and permanency have been achieved.

- Services and supports are in place to assure the child and family a smooth, timely, and successful transition when changes occur.

- Families whose children are reunited receive transitional supports that enable them to safely sustain their children in their home.
- Families are connected with informal supports to assist them to function independent of outside supervision upon case closure.

MODEL OF PRACTICE RELATED TO PROGRAM & ORGANIZATIONAL CAPACITY

The following standards apply to program and organizational capacity, including required resources, organizational and staffing capacity, and the level of collaboration and public/private partnerships that are essential to realize outcomes.

Agency Management and Leadership

- Managers at the state and local level work together to focus on the continuous improvement of programs, services and staff to achieve DHS's vision and mission, meet the needs of the children and families served, and produce positive outcomes.
- Staff are seen as capable and committed professionals and management and supervisory systems and actions focus on promoting the ongoing growth and development of staff.
- Managers and supervisors provide leadership and support to achieve effective and efficient internal and community collaboration to strengthen and improve services for children and families.
- Managers and supervisors provide leadership and support to identify and mobilize the strengths staff and programs to effectively and efficiently meet the needs of children and families.
- Managers and supervisors provide leadership and support to create, affirm and sustain an organizational culture and structure that supports a strength-based family-centered model of practice.
- Managers and supervisors provide honest, fair and clear leadership for their staff and provided opportunities for honest and direct feedback from staff.

Policies and Standards

- DHS developed and implemented standards to ensure that children and families are provided quality services that protect the safety and health of the children. Standards related to frontline practice are incorporated in agency manuals for staff.
- Policies and standards are congruent and support a strength-based family-centered model of practice.

Staff Qualifications, Training and Workload

- DHS sets standards for public and private agency staff that are reasonably in accord with recommended national standards.
- Staff have workloads at a level that permit practice consistent with the model of practice, and that are reasonably in accord with recommended national standards.
- DHS has an overall training plan. Staff receives initial and ongoing training to address the skills and knowledge needed to carry out their duties related to safety, permanency, and well-being.
- DHS provides training for current or prospective foster parents, adoptive parents, and staff of licensed agencies that addresses the skills and knowledge they need.

Clinical Supervision and Mentoring

- Staff has access to clinical supervision, coaching and mentoring from supervisors.

Service Array

- The state and service areas have in place an array of services that assess the strengths and needs of children and families, address the needs of families and children to create a safe home environment, enable children to remain safely with their parents when reasonable, help children in foster and adoptive placements achieve permanency, and help youth in foster care to prepare them for independent living and to make the transition to adulthood.
- The state and service areas develop community-based services for families that come to the attention of the child welfare system and are assessed at moderate risk of abuse, and work with the community to identify and develop community referral options for other families that seek services.

- Services are accessible to families and children in all jurisdictions within the state.
- Services can be individualized to meet the unique needs of children and families.
- Services are culturally responsive to the community's children and families.

Child Welfare Information System

- The statewide information system can readily identify the status, demographic characteristics, location, and goals for placement of every child who is (or within immediately preceding months, has been) in foster care.
- Information is accessible to frontline staff, supervisors, managers and administrators on a timely basis to facilitate their work.
- The information system serves as an efficient and effective tool to help frontline staff manage their cases and supports their work.

Agency Coordination with the Community

- Staff at the state and local level engages in ongoing consultation with tribal representatives, consumers, service providers, foster care providers, the juvenile court, and other public and private child and family serving agencies.
- Staff at the state and local level annually reviews progress and services delivered in consultation with community representatives.
- Staff at the state and local level work in partnership with services or benefits/programs serving the same population – including public health, mental health, substance abuse, education, medical services, food assistance, and financial and work supports to ensure effective and efficient coordination of programs and services to achieve positive outcomes for children and families.
- Staff at the state and local level work in partnership with community-based providers and agencies to use organizational and community cultural strengths to develop more responsive services and supports to the community's children and families.

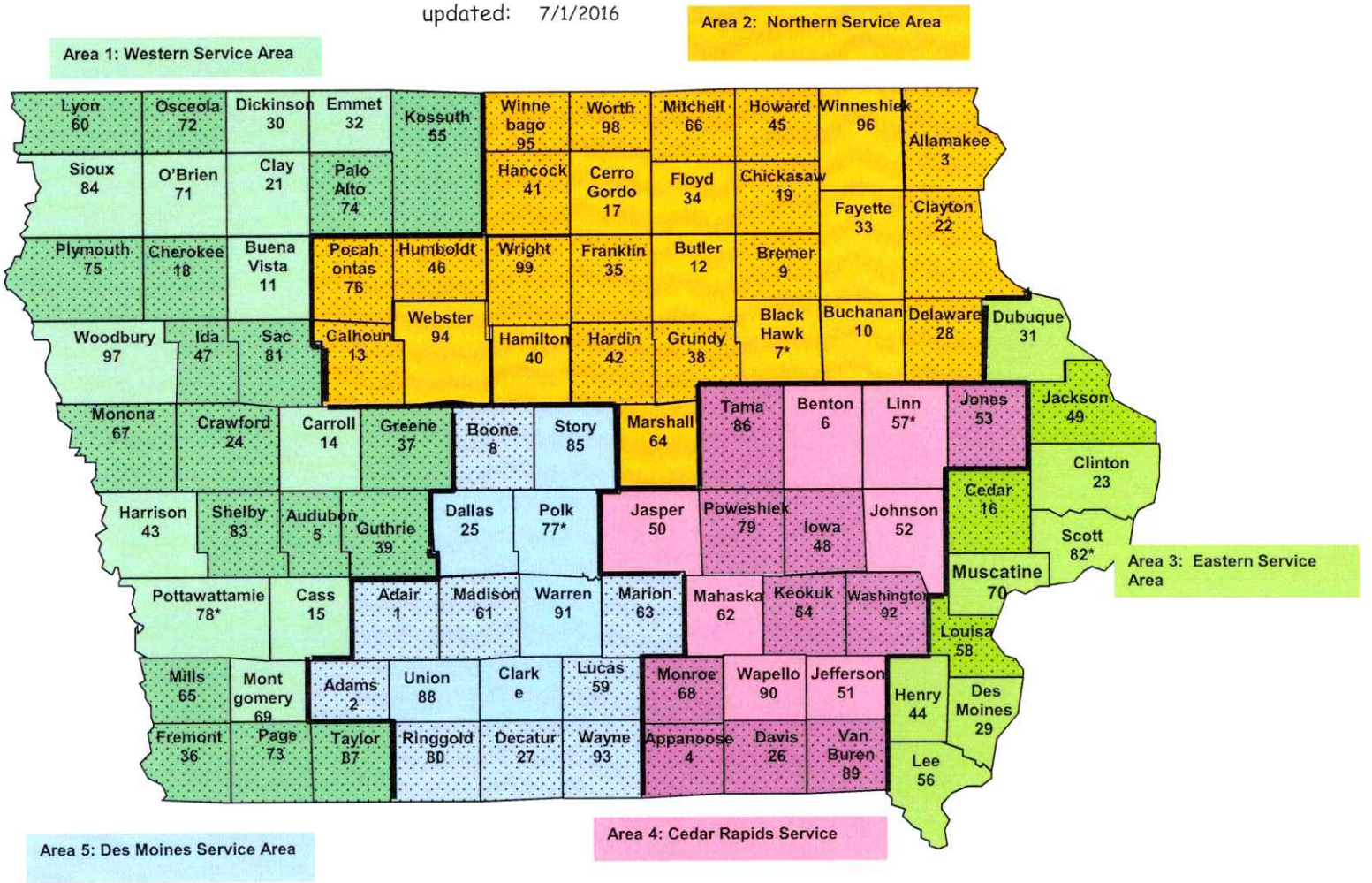
Quality Assurance

- There is an identified quality assurance system that evaluates the quality of services and how well practice aligns with standards, identifies strengths and needs, and provides relevant reports.
- There is a process in place for continual quality improvement that uses quality assurance information to identify and implement improvement in policies, training, clinical supervision, and collaboration across systems as well as case practice.

Field Operations

less than fulltime offices

updated: 7/1/2016



Iowa Department of Human Services

The Cultural Equity Alliance: A Statewide Child Welfare System Steering Committee

Mission Statement

"The Cultural Equity Alliance pursues equity by identifying and implementing institutional policy and practice changes that lead to the reduction of disparities and disproportionality in Iowa's child welfare system."

Child Welfare System Definition

The child welfare system is made up of individuals, families, organizations, and community-based programs that work together to improve the safety, health, permanency, and well-being of children. The responsibility to keep children safe from abuse and neglect is shared by families, community, tribes, helping agencies, educational systems, faith-based groups, law enforcement, courts, the Department of Human Services (DHS), and others.

The adopted principles below are a guide as we work together to improve our culturally responsive approach with children and families from the local community level to the state level.

Guiding Principles

The Cultural Equity Alliance believes that the following principles and practices are essential to reducing disparities in the child welfare system. They represent culturally and linguistically appropriate service principles that can help promote equity for families within the system. No one principle is more important than another, and they are cited below in no particular order. All are equally essential to operating a child welfare system that is truly culturally responsive. The principles cited below are based closely upon National Standards on Culturally and Linguistically Appropriate Service (CLAS) Standards, Office of Minority Health, 2001.

1) Provide effective, equitable, understandable and respectful quality supports and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy and other communication needs.

Governance, Leadership and Workforce

2) Advance and sustain organizational governance and leadership that promotes principles and equity through policy, practices and allocated resources.

3) Recruit, promote and support a culturally and linguistically diverse governance, leadership and workforce that are responsive to the population in the service area.

4) Educate and train governance, leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance

5) Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all supports and services.

6) Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

7) Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

8) Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement and Accountability

9) Establish culturally and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organizations' planning and operations.

10) Conduct ongoing assessments of the organization's guiding principles related activities and integrate related measures into assessment, measurement and continuous quality improvement activities.

11) Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of principles on equity and outcomes and to inform service delivery.

12) Conduct regular assessments of community assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.

13) Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.

14) Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.

15) Communicate the organization's progress in implementing and sustaining principles to all stakeholders, constituents and the general public.

Iowa Department of Human Services

Guiding Principles

For Iowa's Future Child Welfare System

Safety for children emerges and is enhanced when we do all the following:

1. Families, children, youth and caregivers will be treated with dignity and respect while having a voice in decisions that affect them.
2. The ideal place for children is with their families; therefore, we will ensure children remain in their own homes whenever safely possible.
3. When services away from the family are necessary, children will receive them in the most family-like setting and together with siblings whenever possible.
4. Permanency connections with siblings and caring and supportive adults will be preserved and encouraged.
5. Children will be reunited with their families and siblings as soon as safely possible.
6. Community stakeholders and tribes will be actively engaged to protect children and support families.
7. Services will be tailored to families and children to meet their unique needs.
8. Child welfare professionals will be supported through ongoing development and mentoring to promote success and retention.
9. Leadership will be demonstrated within all levels of the child welfare system.
10. Decision making will be outcome based, resource-driven and continuously evaluated for improvement.

Attachment E: Eastern Service Area (SA 3) Payment Table

Payment Category	Contract Year 1: 7/1/2017 - 6/30/2018	Contract Year 2: 7/1/2018 - 6/30/2019	Extension #1 Contract Year 3: 7/1/2019 - 6/30/2020	Extension #2 Contract Year 4: 7/1/2020 - 6/30/2021	Extension #3 Contract Year 5: 7/1/2021 - 6/30/2022	Extension #4 Contract Year 6: 7/1/2022 - 6/30/2023
Annual Contract Value - RRTS Services (excluding Post-Adoption Support)[1]	$ 1,247,525.04	$ 1,247,525.04	$ 1,247,525.04	$ 1,247,525.04	$ 1,247,525.04	$ 1,247,525.04
Annual Contract Value - Post-Adoption Support[2]	$ 107,774.04	$ 107,774.04	$ 107,774.04	$ 107,774.04	$ 107,774.04	$ 107,774.04
Maximum Annual Performance Measure Incentive Payment	$ 124,752.50	$ 124,752.50	$ 124,752.50	$ 124,752.50	$ 124,752.50	$ 124,752.50
Maximum Amount Allocated for Start-up Costs	$ 30,000.00					
Yearly Maximum Totals:	**$ 1,510,051.58**	**$ 1,480,051.58**	**$ 1,480,051.58**	**$ 1,480,051.58**	**$ 1,480,051.58**	**$ 1,480,051.58**
2-Yr Base Term:	**$2,990,103.17**					

[1]Monthly Contract Value - RRTS Services (excluding Post-Adoption Support) = $103,960.42

[2]Monthly Contract Value - Post-Adoption Support = $8,981.17