



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Recruitment, Retention, Training, and Support (RRTS)
ACFS 18-002

AMENDMENT 1

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RFP Purpose.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Bidders who are capable of providing the Iowa Department of Human Services (Agency) with the Resource Family Recruitment, Retention, Training, and Support (RRTS) services as described in this RFP. Resource Families are defined for this RFP and the resulting Contract as individuals who are licensed to provide Foster Family care, are approved to adopt, or are dually licensed and approved. The previously discrete separate contracts for the recruitment and retention of Resource Families and the training and support of Resource Families are being combined in this new procurement. By combining these two contracts into a single procurement, the Agency is seeking to develop a comprehensive, connected approach to recruiting, retaining, training, and supporting Resource Families. Additionally, the Agency intends to procure these services in a more 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 RFP, the Agency seeks qualified Contractor(s) to provide the following services in each Service Area, 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 RFP.
5. Develop and administer a support program for Resource Families with the use of the One Caseworker Model described in this RFP.
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 RFP, including enhanced training and support services for these homes.

Duration of Contract.

The Agency anticipates executing Contract(s) that will have an initial two (2) year Contract term with the ability to extend the Contract(s) for four (4) additional one (1) year terms. The Agency will have the sole discretion to extend the Contract.

Bidder Eligibility Requirements.

Bidders are required to be:

1. Currently licensed by the Agency to provide Foster Care and adoption services in Iowa as a licensed Child-Placing Agency; or
2. Currently licensed in good standing in another state to provide Foster Care and adoption services. Organizations that are licensed in another state will be expected to become a licensed Child-Placing Agency in Iowa prior to the execution of a Contract if the organization is the selected Bidder.

Specifically, the Agency will only consider proposals from Bidders who are currently:

- a) Accredited by the Council on Accreditation (COA) for one or more of services including Child protective services, family preservation and stabilization services, Foster Care services, or kinship care services and affirms their commitment to maintain that accreditation during the Contract period;
or

- b) Accredited by the Joint Commission for Behavioral Health Care Services and affirms their commitment to 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 affirms their commitment to 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 maintain accreditation for the remainder of the Contract period.

Procurement Timetable

There are no exceptions to any deadlines for the bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	October 4, 2016
Agency Issues RFP to Bid Opportunities Website	October 10, 2016
Bidder Intent to Bid Form Due By	October 18, 2016 1:00 PM
Bidder Written Questions Due By	First Round: October 18, 2016 1:00 PM Second Round: TBD based on need
Agency Responses to Questions Issued By	First Round: November 2, 2016 1:00 PM Second Round: TBD based on need
Bidder Proposals and any Amendments to Proposals Due By	November 29, 2016 1:00 PM
Bidder Presentations of Bid Proposals will be held on the following dates at the following location: TBD	Presentation by Bidders: January 17, 2017 through January 19, 2017
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	February 10, 2017
Contract Negotiations and Execution of the Contract Completed	February 27, 2017
Anticipated Start Date for the Provision of Services	July 1, 2017

Section 1 Background and Scope of Work

1.1 Background.

This RFP is designed to provide Bidders with the information necessary for the preparation of competitive bid proposals for providing the RRTS services as described in this RFP and for meeting other requirements and deliverables described herein. A main goal of the executed contracts is to follow the Agency's Model of Practice and the Family-Centered Model of Practice that are guided by the principles of safety, Permanency, and well being for Children in care.

Interested Bidders should be aware the contracts executed as a result of this RFP will contain performance incentives. The Contractor will have the opportunity to earn additional payments based on the Contractor's performance. Subsequent Contract renewal decisions may be contingent on Contractor performance. The Agency has identified desired results through performance measures and targets and will monitor the results achieved under the Contract.

The Contractor shall work in collaboration with all child welfare contracted services, including Family Safety, Risk, and Permanency (FSRP) Services and Crisis Intervention, Stabilization, and Reunification (CISR) Services to align service provision to meet the needs of Children in all levels of out-of-home care. These contracted services provide support and interventions to Children and their families in a coordinated manner without duplication of service.

The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal. The Agency adheres to all applicable federal and state laws, rules, and regulations when entering into a Contract for services.

1.1.1 Future Considerations and Integration of Services for Resource Families

1.1.1.1 Concept Moving Forward

The Agency has made a number of determinations in advance of issuing this RFP. These include the following:

- a) The Agency has decided that for this RFP, a separate award will be made for each of the five geographic Service Areas (See the Service Area map in Attachment E). This decision was made to encourage the movement of 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. Bidders may bid for multiple Service Areas but awards will be made separately for each Service Area. The Bidder will submit one proposal that includes a section for responses to Service Area specific questions. The Agency expects to award one Contract in each of the five Service Areas. A single Bidder bidding on multiple Service Areas may be awarded contracts in more than one Service Area. It is the expectation of the Agency that all contractors in each Service Area will coordinate with one another, when necessary, to assist a Child and/or Resource Family.
- b) The Agency has decided to combine the previously discrete separate contracts for the recruitment and retention of Resource Families and the training and support of Resource Families in this single new procurement. By combining these two contracts into a single procurement, the Agency is seeking to develop a comprehensive, connected approach to recruiting, retaining, training, and supporting Resource Families.
- c) The Agency has decided to emphasize and mandate the use of the One Caseworker Model during the provision of many of these services to ensure Resource Families have a single point of contact throughout the RRTS processes. The One Caseworker Model is intended to guide families through the licensure and training process, increase the likelihood of the best possible match, and provide families with robust support once a Child is placed in their home.

- d) The Agency has decided to pursue a further integration of child welfare services through collaboration across Agency contracts and community providers.

1.1.1.2 Integration of Recruitment and Retention and Support Services and Training for Resource Families

The previously separate contracts for the recruitment and retention of Resource Families and the training and support of Resource Families are being combined in this single new procurement. The intention of integrating these services defined in this RFP is to improve communication, fill gaps in care, and eliminate artificial divides. A combined approach to RRTS services will require constant communication and coordination across the Service Areas. Service goals will be aligned with needs identified in the entire child welfare system. An integrated program will determine specific recruitment needs, while simultaneously taking steps to ensure current Resource Families that fill these needs are retained. At the same time, an integrated program will encourage updates to training and support strategies to specifically cater to the Resource Families who fulfill the Agency's needs. Effective communication will 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 throughout the RRTS process and providing input necessary to improve strategies in the future. A successful program will use this information to continually inform the RRTS process, work to recruit families with successful characteristics, preemptively identify families in need, and increase the effectiveness of training.

1.1.2 Recruitment, Retention, Training, and Support for Resource Families Background

Child welfare services are primarily focused on promoting safety, Permanency, and well-being for Children, a philosophy consistent with the expectations of the Federal Government under the Child and Family Services Review process, the Agency's Model of Practice. The Agency is continually striving to improve outcomes for Children and families who are involved in the child welfare system. To that end, the Guiding Principles for Iowa's future child welfare system are in the forefront of planning to improve outcomes for Children and families.

1.1.2.1 Guiding Principles for Iowa's Child Welfare System

The Guiding Principles of Iowa's Child Welfare System state that safety for Children emerges and is enhanced when stakeholders do all of the following:

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

1.1.2.2 Services Overview and Program Statistics

Family Foster Care and adoption are two critical child welfare services administered by the Agency. Family Foster Care provides 24-hour care of Children who are unable to remain in their own homes for a temporary period of time while also offering services to families and Children in order to simultaneously

reunify Children with their parents and implement plans for a permanent Placement. The adoption program secures permanent homes for Children in Foster Care when the rights of the Children's birth parents have been terminated and the Children are placed under the guardianship of the Agency. The Agency is also responsible for Children who are placed with relatives and other suitable persons by providing services to the Children, their families, and their caregivers. These arrangements are called kinship Placements and are considered unpaid Foster Care.

The Recruitment, Retention, Training, and Support of Resource Families is an integral service to improve the safety, Permanency, and well-being of Children in care. Children need Permanency in their relationships with adults who unconditionally care about them and who are committed to maintaining their connection to their kin and their culture. Children need to be stable in their living situation and receive care that meets their individual needs. Research clearly demonstrates that it is detrimental for Children in Foster Care to drift from place to place without the anchor of a permanent family. Research also suggests that Children and youth in Foster Care suffer from loss of connection to their kin and culture and as a result experience a strong sense of loss to their roots, rituals, and family traditions that define them. Permanency and Stability cannot be obtained without the availability and maintenance of a pool of qualified Resource Families from which appropriate Placement matches can be made.

On average, per month in Iowa there are approximately:

- 2,200 licensed Foster Family homes
- 5,000 approved Adoptive Family homes
- 5,900 Children placed in an out of home setting
- 1,800 Children placed in family Foster Care
- 1,900 Children placed in relative care
- 900 Children who are returned home on a trial home visit
- 1,100 Children who are placed in a congregate care setting
- 10,000 Children who are eligible for adoption subsidy

The population of all Children in Foster Care in Iowa as of June 30, 2016 reflects the following statewide demographics:

Race

- Caucasian 73.57%
- African American 13.06%
- Native American 2.55%
- Asian 0.73%
- Native Hawaiian or Pacific Islander 0.49%
- Multi-racial 5.47%
- Undetermined 4.13%

Ethnicity

- Not Hispanic 84.25%
- Hispanic 9.80%
- Unable to determine 5.59%

Sex

- Male 55.02%
- Female 44.98%

Age

- Under 5 38.07%
- 6 to 11 24.58%
- 12 to 15 18.97%
- 16 and older 18.35%

Detailed data information can be found in Attachment F.

Children come into Foster Care with a variety of emotional, behavioral, psychological, educational, developmental, and medical needs. In order to ensure a Child's Stability while in care and to move toward Permanency, there must be an adequate pool of Resource Families that are skilled and trained to meet each Child's individual needs. A critical component of this RFP is matching Children coming into care to the Resource Family that can best meet the Child's needs so the Child's first Placement is their only Placement whenever possible. This is accomplished by:

- a) Recruiting and retaining Resource Families with the skills and abilities to meet the needs of Children
- b) Selecting Placement options based on a match of the Resource Family's abilities, skills, and training to meet the needs of the Child coming into care so that Children are matched to families and not just placed where there is an available bed
- c) Providing support to Resource Families to enhance their skills and abilities to care for the Children placed in their home
- d) Actively promoting the importance of maintaining a child's connections to family and reunification efforts while supporting concurrent efforts to achieve Permanency with Resource Families
- e) Collaborating with community providers, contracted service providers, and other entities to provide enhanced supports to families that care for behaviorally challenging Children or Children with mental health concerns
- f) Recruiting and retaining Resource Families that are open to the possibility of becoming a permanent home to Children they foster

The Fostering Connections to Success and Increasing Adoption Assistance Act of 2008 placed increased emphasis on keeping a Child in his or her home school and community whenever possible. The Every Student Succeeds Act of 2015 requires state child welfare agencies and state departments of education to collaborate to improve educational Stability for Children in Foster Care. Provisions of the Act require states to ensure a Child in Foster Care remains in their school of origin unless it is determined not to be in the Child's best interest to do so. The provisions of the Act make recruitment and retention of Resource Families in key areas critical to allowing Children to remain in their schools of origin. By keeping Children in their home schools and communities, it preserves the Child's connections to friends, teachers, neighbors, extended family, and other supports while the Child is in Placement.

The following shows the proximity breakdown of Children placed in a Resource Family home compared to their removal home as of June 30, 2016:

- 1 to 10 miles: 37.65%
- 11 to 20 miles: 20.47%
- 21 to 30 miles: 12.47%
- 31 to 40 miles: 12.00%
- 41 to 50 miles: 7.06%
- 51 miles or more: 12.71%

Research has shown a direct correlation between recruitment, matching, support, and retention. Families must be recruited that are able to meet the needs of the Children coming into care. Real time information about a Resource Family's strengths, skills, training, and ability must be known in order to match with the Resource Family who can best meet the needs of a Child coming into care. Timely and appropriate support must be provided to the Resource Family to maintain the Child's Placement. These factors are critical in Resource Family satisfaction and retention. When Resource Families have positive experiences,

feel supported, appreciated, respected, and are treated as critical members of a Child's team, they will often recruit other families to become Resource Families. Recruitment, matching, support, and retention are therefore integral components dependent on each other rather than separate activities. A Child's need for safety, Permanency, and well-being are dependent on having the right Resource Families available for them, and being matched to the Resource Family that can best meet their needs.

Children experience trauma when they are removed from their families and placed into Foster Care. It is critical to a Child's healing and well being that the first Resource Family is the only Placement for the Child. In order for Children to not experience lateral moves, accurate, first hand real time information about Resource Families and the Children coming into care is crucial in order to make the best match possible. Matching is more than just finding an available Resource Family with an opening. Having an accurate assessment of the Resource Family's skills, training, and ability to meet the specific individual needs of the Child is necessary to ensure a Child's stability. The structure of the matching process must be organized so that knowledge of the Resource Family is an integral part of the matching process.

In order for Resource Families to have the skills required to meet the diverse and unique needs of Children in care, they must have training that is timely, current, and relevant. Resource Families need pre-service training that provides them with information about the licensing process, what to possibly expect regarding Children's behaviors and needs, the importance of maintaining a Child's connections to family and community, and the need to work as a member of the Child's team so the family can make an informed decision about becoming a licensed and/or approved Resource Family. Resource Families are required to complete 30 hours of pre-service training, and, in addition to these 30 hours, will be required to complete First Aid, CPR, Mandatory Child Abuse Reporter Training, Reasonable and Prudent Parenting Training, and Medication Management prior to licensure.

Training is also an important component of support. Resource Families need trainings that enhance their skills related to the Children they care for in their homes. In-service trainings shall be varied and offered with a frequency that allows families to receive continuing training not only to meet foster home licensing requirements of six hours per year, but more importantly to enhance their skills at the time they need it. Skills addressed by such trainings include but are not limited to:

- Understanding mental health issues
- Identifying and addressing trauma and the effects of trauma
- Techniques to address mental or behavioral health needs in order to maintain a stable Placement and the continuity of family relationships

The Agency's goal is to have Resource Families who can provide a safe, stable Placement based on the Child's Permanency goal. Children may need care for a short time, or may need care for several months. Resource Families who will provide short-term care and who will actively participate in reunification efforts are needed. Also, Resource Families who will actively participate in reunification efforts but then provide Permanency to Children who cannot be reunited with their birth family are also needed. Resource Families must be able to support Concurrent Planning by helping reunification efforts while also making the decision of whether the family can be a Child's permanent family should reunification not occur. Resource Families often experience disappointment, sadness, and loss when Children they have cared for and committed themselves to return home or are placed with a relative. Resource Families need support and guidance to help work through this process.

The Agency has a goal of reducing the disproportionate number of minority Children and youth who are placed in out-of-home care. The Agency also has the goal of developing a larger pool of families that match the race and ethnicity of Children who do come into care. The recruitment and retention of Resource Families that match the race and ethnicity of Children in care will be a focus of this Contract. All services provided through the Contract will be provided in a culturally competent manner. In meeting the requirements outlined in this RFP, 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. Contractor shall adhere to the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment G).

The Contractor shall participate and collaborate with the Agency, other contracted service providers, community providers, and other stakeholders to identify gaps in the continuum of care provided to Children in the child welfare system. The Contractor will then participate and collaborate on strategies to fill those gaps, including specialized projects the Agency may initiate.

Resource Families are valuable team members working toward safety, Permanency, and well-being for Children. These families need support in the form of pre-service training, ongoing support throughout their Placement experience, and post-adoption support and information in order to provide the best care possible for Children. This RFP is a part of the Agency's efforts to support Resource Families in order to improve Permanency outcomes for Children in care.

Contractors will be granted flexibility and the opportunity to earn financial incentives when achieving outcomes related to Safety, Permanency, and Well-being. There will be enhanced focus on culturally responsive services and on connecting Children and families to community resources and informal supports.

1.2 RFP General Definitions.

Definitions in this section correspond with capitalized terms in the RFP.

“Agency” means the Iowa Department of Human Services.

“Bid Proposal” or ***“Proposal”*** means the Bidder's proposal submitted in response to the RFP.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

“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 any Contract resulting from this RFP.

“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.

Definitions Specific to this RFP.

“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 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 L.

“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.

“Bidders” means the organizations that submit proposals in response to this RFP.

“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 Care Institution” means a private child care institution, or a public child care institution which accommodates no more than twenty-five Children, and is licensed by the licensing authority responsible for licensing or approval of institutions of this type as meeting the standards established for such licensing. This definition must not include detention facilities, forestry camps, training schools, or any other facility operated primarily for the detention of Children who are determined to be delinquent.

“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

“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.

“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.

“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 RFP, 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 E.

“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.

1.3 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 E). RRTS services shall be provided by Contractor(s) 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. Each Contractor shall perform the services listed in this Scope of Work only in the Service Area(s) for which they are contracted. 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. Combining the two previously discrete separate contracts for the recruitment and retention of Resource Families and the training and support of Resource Families into a single procurement is designed to increase 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 a single person 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.

Using a One Caseworker Model provides clarity and continuity for Resource Families by simplifying the answers to questions such as who they should call when they have a concern, who will help them get

relicensed/approved, and who will enter their home. During times of crisis, Resource Families must know they can contact their Caseworker. 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.

Effective care of Children necessitates a pool of Resource Families diverse in geographic location, training, capacity, strengths, ability, skills, race, religion, and ethnicity. To ensure the best possible match between a Resource Family and a Child, and not just an available match, a Contractor shall have a large and diverse enough pool of Resource Families to ensure a Child in need of out-of-home care is matched to a Resource Family that is best able to meet the Child's needs. 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 G).
- 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 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 their 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 each Service Area they are contracted. 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. These Service Area-specific recruitment and retention plans shall incorporate details on how the Contractor plans to complete the required services while following the Agency's Guiding Principles, 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 this document, 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 at their inception and during any amendments or changes. All RRTS Contractors shall collaborate to create a standardize plan template that will receive final approval from the Agency.

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) Be developed in consideration of how to best incorporate the One Caseworker Model during the earliest and most effective stages.
- 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 and include 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, Contractors will bear in mind the families they recruit will 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 the 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 Packet was received.
- 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 in a timely fashion. 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, 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.
- 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 determined 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.

1.3.5 Training

The Contractor shall provide orientation to introduce prospective Resource Families to 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 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 a nationally established curriculum that is 30 hours in length and approved by the Agency.
- 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 a nationally established curriculum of 30 hours in length and approved by the Agency.
- c) Use specific strategies 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 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 First Aid and CPR training.
- k) Provide one \$100 training stipend to each Foster Family per foster home license year on 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 constant contact with Caseworkers regarding families available for matching, ensuring that when a Child is in need of a Placement, the Contractor will have the information and ability to quickly make a decision that will 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 in 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. Though 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 follow 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, crisis or emergency, respite, etc. 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 will 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 will 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 will 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 Service Area specific, 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.
- 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 Resource 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 will 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, matching information, 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 will 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 will 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 and supports available through 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 possible 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.

1.3.8 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 will 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. All RRTS Contractors shall collaborate to create a standardize report template that will 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 will 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; and
- i) 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 Packet Data and Reports

The Contractor shall provide monthly 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 following month:

- 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 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 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

1.3.8.3.3 Monthly Matching Data and Reports

The Contractor shall submit monthly matching data and reports by the 20th of the following month in an Agency approved format. These data and reports shall not only include directly quantifiable data, but will 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; and
- n) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.8.3.4 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 will 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 will include qualitative reports from active, meaningful communication with Resource Families throughout the provision of services. These reports will 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 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 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 specific 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.

1.3.8.6 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 an 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 will 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 will be a continuation of services from the time the Contractor(s) 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.

1.4 Performance Measures

1.4.1 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.

1.4.1.1 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 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 six (6) month 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

1.4.1.2 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
1 (Western)	Gold	29	38
	Silver	20	27
2 (Northern)	Gold	27	37
	Silver	19	26
3 (Eastern)	Gold	15	20
	Silver	11	14
4 (Cedar Rapids)	Gold	32	43
	Silver	23	30
5 (Des Moines)	Gold	36	48
	Silver	25	34

¹Gold 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.

²Net 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.

1.4.1.3 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
1 (Western)	Gold	10	10
	Silver	7	7
2 (Northern)	Gold	11	11
	Silver	8	8
3 (Eastern)	Gold	8	8
	Silver	6	6
4 (Cedar Rapids)	Gold	8	8
	Silver	6	6
5 (Des Moines)	Gold	18	18
	Silver	14	14

¹Gold 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.

²Net 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.

1.4.1.4 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

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

1.5 Contract Payment Methodology.

Within each State fiscal year, the Agency will pay the Contractor the annual Contract value, (annual Contract value does not include incentive payments) paid in monthly installments. Monthly installments will consist of a monthly fixed fee for a majority of the services provided under this Contract, and a separate monthly fee for Post Adoption Support (Section 1.3.7.2) paid for by federal PSSF funds. Contractor shall track expenditures for Post-Adoption Support funded by federal PSSF funds, and Contractor shall only be reimbursed for approved expenditures up to the set monthly amount. Allowable expenses for PSSF funds include costs related to the delivery of services, planning, consultation, coordination, training, quality assurance measures, data collection, evaluations, and supervision related to the provision of services referenced in Section 1.3.7.2. Administrative costs are not allowable under PSSF for this RFP. Administrative costs for the purposes of PSSF include payroll; personnel functions; management, maintenance and operation of space and property; data processing and computer services; accounting; budgeting; and auditing. PSSF funds are also prohibited for purchase or construction of facilities. If the annual allocation of PSSF funds are not used by the end of the fiscal year, the final monthly payment shall be reduced by the unspent balance.

If approved, Contractor may also invoice up to \$50,000 per Service Area in approved start-up costs.

At the end of each Contract quarter and year, the Agency will review the Contractor's quarterly and annual report submissions. If the Contractor's report documents show compliance with applicable performance measures as set forth in Section 1.4, the Agency will authorize the Contractor to submit an invoice for the additional earned performance incentive % amount (up to ten-percent (10%)) of the eligible annual Contract value as a performance incentive payment. 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.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful bidder. The Issuing Officer for this RFP is:

Stacy Anthony
Iowa Department of Human Services
Hoover Building, First Floor
1305 East Walnut Street
Des Moines, Iowa 50319
Phone: 319-892-6835
Bidders4ACFS18002@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Online Resources.

There are no additional Online Resources related to this RFP.

2.5 Intent to Bid.

The Agency requests that bidders provide their Intent to Bid Form (Attachment H) to the Issuing Officer by the date and time in the Procurement Timetable. The Intent to Bid shall be completed using Attachment H. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Questions shall be entered into the template in Attachment I. The Agency prefers to receive Questions by electronic mail. The bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

The Agency will post responses to questions received on the State's website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for bidder Questions as provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

2.9 Amendment to the RFP and Bid Proposal.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If the amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow bidders to amend their Bid Proposals.

If the bidder amends their Bid Proposal, the amendment shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM or USB flash drive, in accordance with the Bid Proposal Formatting Section. The amendment must be also be submitted on a CD-ROM or USB flash drive. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

2.10 Withdrawal of Bid Proposal.

The bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal.

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the bidder.

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to enter into a Contract.

2.13 Review of Bid Proposals.

Only bidders that have met the mandatory requirements and are not subject to disqualification will be considered for award of a Contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a Contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or Administrative Costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

The determination of whether or not to disqualify a proposal and not consider it for award of a Contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the bidder from full compliance with RFP specifications or other Contract requirements if the bidder enters into a Contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by a bidder are subject to verification.

2.16 Reference Checks.

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a bidder, such as the bidder's capability and performance under other contracts, and the bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the resulting Contract. The Agency reserves the right to conduct criminal history and other background investigations of the bidder's staff and subcontractors providing services under the resulting Contract.

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a bidder may be treated as public information by the Agency following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the bidder seventy-two (72) hours prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Iowa Code § 22.8.

The bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency, as a waiver of any right to confidentiality that the bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal, the bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

By submitting a Bid Proposal, the bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this RFP.

2.23 Presentations.

At the discretion of the Agency, the bidder may be required to provide a presentation of the Bid Proposal on the date(s) and at the location provided in the Procurement Timetable unless the bidder is notified of a change prior to the presentation date(s). The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The bidder may include slides, graphics, and other media selected to illustrate the bidder's Bid Proposal.

2.24 Notice of Intent to Award.

Notice of Intent to Award will be sent to all bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a Contract between the Agency and the apparent successful bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the Contract. If the apparent successful bidder fails to negotiate and execute a Contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a Contract with another bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written Contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: jwetlau@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision. The written request may be mailed, emailed, or delivered. It is the bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

The full execution of a written Contract shall constitute the making of a Contract for services and no bidder shall acquire any legal or equitable rights relative to the Contract services until the Contract has been fully executed by the apparent successful bidder and the Agency.

2.28 Choice of Law and Forum.

This RFP and the resulting Contract are to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Exclusivity.

Any Contract resulting from this RFP shall not be an exclusive Contract.

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the bidder or any minimum usage of the bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected bidder may Contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any Contract that may result from this RFP.

2.3.3 Bidder Continuing Disclosure Requirement.

To the extent that bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Pagination	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).
Bid Proposal General Composition	<ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals. • The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.
Number of Hard Copies	Submit one (1) original hard copy of the Proposal and eight (8) identical copies of the original. The original hard copy must contain original signatures.
CD-ROM or USB flash drive	<ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB flash drive(s). The CD-ROM or USB flash drive(s) must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than five files. The CD(s) or USB flash drive(s) must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format (including the preservation of the original format of the Technical Response Template). In addition, Proposals may also be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal will be part of the ultimate Contract entered into with the successful bidder. Pricing information may not be designated as confidential material. However,

Subject	Specifications
	<p>Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</p> <ul style="list-style-type: none"> The bidder shall submit a CD-ROM(s) or USB flash drive(s) containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM(s) or USB flash drive(s) shall be clearly marked as a “public copy”.
Exceptions to RFP/Contract Language	<p>If the bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or Contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a Contract without further negotiation with the successful bidder or to negotiate Contract terms with the selected bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the bidder and key features of its proposed approach to meet the specifications of this RFP.

3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)

3.2.4 Information to Include Behind Tab 4: Completed Technical Response Template.

Please see and complete the Technical Response Template included as Attachment J. Completion and submission of this document, along with the rest of the Technical Proposal described in Section 3.2, is a requirement for a complete Proposal.

3.3 Cost Proposal.

Contract Budget.

The following annual budgets have been set for each of the Service Areas:

- Service Area 1 (Western): \$1,829,606
- Service Area 2 (Northern): \$1,640,434
- Service Area 3 (Eastern): \$1,355,299
- Service Area 4 (Cedar Rapids): \$1,548,843
- Service Area 5 (Des Moines): \$1,838,439

The Contract will be paid on a monthly flat fee basis. There will be a separate monthly fee, based on actual costs, for Post Adoption Services paid for by federal PSSF funds. See Attachment K – Cost Proposal Template for more details.

Note that the budgeted dollars above do not include up to \$50,000 in start-up funds available to all Bidders with proper justification.

Also, the dollars included in the budgets or in the cost proposal do not include any incentive dollars tied to performance measures as listed in Section 1.4.

Content and Format.

The Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment K of this RFP. Bidders should submit both an Excel version and printed version of Attachment K. Bidders may also include a cost proposal narrative.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a Contract to the bidder offering the lowest cost to the Agency or to the bidder with the highest point total. Rather, a Contract will be awarded to the bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are calculated by using the evaluation team's raw score (between 0-4) for the component, divided by the maximum raw score (4), multiplied by the component's assigned weight.

For each Respondent, there will be a Common Technical Proposal totaling a possible sixty-seven (67) points as shown below. These Common Technical Proposal points will be allocated to the Respondent's proposal regardless of Service Areas covered.

Additionally, there will be a Service Area-Specific Technical Proposal for every Service Area the Bidder chooses to bid for, totaling a possible twenty-five (25) points per Service Area as shown below. For each Service Area, the Respondent's total technical proposal score will be the sum of its Common Technical Proposal score (out of a maximum of 67) and its Service Area Specific Technical Score for that Service Area (out of a maximum of 25). Responses will be measured against other proposal within the same Service Area.

The evaluation components are as follows (See Attachment J Technical Response Template for more information):

Technical Response Template Components	Weight
<i>Common Technical Proposal</i>	
Background/Experience	3
Agency Model of Practice, Family-Centered Model of Practice, and Guiding Principles	2
1.3.1 Service Area Coverage	2
1.3.2 Collaboration and Consultation	3
1.3.3 One Caseworker Model	5
1.3.4 Recruitment and Retention	12
1.3.5 Training	8
1.3.6 Matching	8
1.3.7 Support	8
1.3.8 Reports and Data	2
1.3.9 Staffing	4
1.3.10 Joint Quality Improvement Activities	2
1.3.12 Transition Activities	3
1.3.13 Performance Improvement Plans	2
Culturally and Linguistically Appropriate Service Standards	3
<i>Service Area Specific Technical Proposal</i>	
Service Area Specific – Service Area 1	25
Service Area Specific – Service Area 2	25
Service Area Specific – Service Area 3	25
Service Area Specific – Service Area 4	25
Service Area Specific – Service Area 5	25
<i>Total Technical Score</i>	
Total – Service Area 1	92
Total – Service Area 2	92
Total – Service Area 3	92
Total – Service Area 4	92
Total – Service Area 5	92

Scoring of Cost Proposal Pricing.

Cost Proposals will be scored separately by Service Area.

Cost Proposal pricing will be scored based on a ratio of the lowest Cost Proposal versus the cost of each higher priced Bid Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. The formula is:

$$\text{Weighted Cost Score} = (\text{price of lowest Cost Proposal} / \text{price of each higher priced Cost Proposal}) \times (\text{points assigned to pricing})$$

Please note that the Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in contracts resulting from this RFP. Spending on Administrative Costs under each Contract, cannot exceed 15% of the total Contract amount.

Note that Post Adoption Support services as described in Section 1.3.7.2 of the RFP will be paid separately using federal Promoting Safe and Stable Families (PSSF) funds. The monthly maximum for PSSF funds are fixed by Service Area. Contractors shall be reimbursed for approved expenditures up to the set monthly amount indicated below. These maximum amounts will flow through automatically to the total Contract value.

All Bidders may present and describe a justification for their need for start-up funding. Bidders shall list out their start-up costs and provide a detailed justification for the funding in Section D. Start-up funding is limited to a one-time \$50,000 amount per Service Area. Start-up costs will not be included as part of the Cost Proposal scoring. Also note that incentive payments are not included in the Cost Proposal.

Total Points Assigned to Pricing: Five (5) points.

Scoring of Bidder Presentations

The evaluation team will evaluate Bidder presentations. The total points for presentations are calculated by using the evaluation team's raw score (between 0-4) for the presentation, divided by the maximum raw score (4), multiplied by the presentation's assigned weight (3). The Bidder presentation points will be allocated to the Bidder's Proposal regardless of Service Areas covered.

Total Points Assigned to Bidder Presentations: Three (3) points.

Total Points Possible for Technical Proposals, Cost Proposals, and Bidder Presentations: One hundred (100) points.

4.4 Shortlisting.

If presentations of Bid Proposals are requested, presentations may be limited to Bidders within a competitive range as determined at the sole discretion of the Agency. The competitive range will comprise the most highly rated Proposals, and Bidders outside this range will be removed from further consideration. The Agency reserves the right to create a short list of Bidders within the competitive range regardless of whether the Agency requests Bidder presentations.

4.5 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more bidders recommended for selection or a recommendation that no bidder be selected. The Division Administrator shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

Attachment A: Release of Information
(Return this completed form behind Tab 3 of the Bid Proposal.)

_____ (name of bidder) hereby authorizes any person or entity, public or private, having any information concerning the bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive Contract awards from the Agency or may otherwise hurt its reputation or operations. The bidder is willing to take that risk. The bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail Form & Certification

(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”.)

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS #:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

Exceptions to RFP/Contract Language (See Section 3.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

BID PROPOSAL CERTIFICATION

By signing below, Bidder certifies that:

1. Bidder accepts and will comply with all Contract Terms and Conditions contained in the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification.
2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein.
3. Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;
4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
5. Bidder has received any amendments to this RFP issued by the Agency;
6. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
7. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive agreements outlined above;
8. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification. Objections or responses shall not materially alter the RFP. All changes to proposed Contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal;
9. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
10. Bidder certifies that if the Bidder is awarded the Contract and plans to utilize subcontractors at any point to perform any obligations under the Contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting Contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this Contract.
11. Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a Contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier; and,
12. Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at:
<http://www.state.ia.us/tax/business/business.html>.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 3 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

Primary Bidder (“Primary Bidder”):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Subcontractor Detail	
Subcontractor Legal Name (“Subcontractor”):	
“Doing Business As” names, assumed names, or other operating names:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Fax:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
Subcontractor’s Accounting Firm:	
If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:	
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	
General Scope of Work to be performed by this Subcontractor	
Detail the Subcontractor’s qualifications for performing this scope of work	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning bidder in this procurement.
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications.
3. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this Contract, if required to do so by Iowa law.
4. Subcontractor does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive obligations agreements outlined above.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

Attachment D: Additional Certifications
(Do not return this page with the Bid Proposal.)

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the award of the Contract, directly or indirectly, to any other bidder;
4. No attempt has been made or will be made by the bidder to induce any other bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the Contract period between the bidder and the Agency that interferes with fair competition or is a conflict of interest.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the bidder is providing the certification set out below:

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 bidder 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. The bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
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. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The bidder agrees by submitting this Proposal 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.
5. The bidder further agrees by submitting this Proposal 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.
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.

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.
8. Except for transactions authorized under paragraph 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The bidder certifies, by submission of this Proposal, 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.
2. Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

The bidder 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 services 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 WIC coupons are redeemed.

The bidder 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 \$1000 per day.

CERTIFICATION REGARDING LOBBYING

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

1. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal Agency, a Member of the Congress, an officer or employee of the 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, or 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 federal Agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The bidder 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.C.A. 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.

CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the bidder is not an individual, by signing below bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. 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 subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such Contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting Agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. 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
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the bidder is an individual, by signing below the bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.
3. **Notification Requirement.** The bidder shall, within 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):
 - a. take appropriate personnel action against such employee up to and including termination; or
 - b. 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.

Attachment E: Service Area Map

See the attached document.

Attachment F: Recruitment, Retention, Training, and Support Data

See the attached documents.

Attachment G: Culturally and Linguistically Appropriate Service Standards

See the attached document.

Attachment H: Intent to Bid Form

See the attached document.

Attachment I: Questions, Requests for Clarification, and Suggested Changes Template

See the attached document.

Attachment J: Technical Response Template

See the attached document.

Attachment K: Cost Proposal Template

See the attached document.

Attachment L: Agency's Model of Practice

See the attached document.

Attachment M: Sample Contract

(These Contract terms contained in the Special Terms and General Terms for Services Contracts are not intended to be a complete listing of all Contract terms but are provided only to enable bidders to better evaluate the costs associated with the RFP and the potential resulting Contract. Bidders should plan on such terms being included in any Contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the bidder. See RFP Section 3.1 regarding bidder exceptions to Contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS (TBD)	<i>{To be completed when Contract is drafted.}</i>
Title of Contract	
<i>{To be completed when Contract is drafted.}</i>	

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”)	
Iowa Department of Human Services	
Contractor: (hereafter “Contractor”)	

Contract Information	
Start Date: <i>{To be completed when Contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when Contract is drafted.}</i>
Possible Extension(s):	
Contractor a Business Associate? Yes	Contractor subject to Iowa Code Chapter 8F? Unknown
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: Yes Which Agency?

Contract Payments include Federal Funds? Yes The contractor for federal reporting purposes under this Contract is a: Subrecipient or vendor <i>{To be completed when Contract is drafted.}</i> DUNS#: <i>{To be completed when Contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when Contract is drafted if applicable.}</i> The Name of the Pass-Through Entity: <i>{To be completed when Contract is drafted.}</i> CFDA #: <i>{To be completed when Contract is drafted.}</i> Grant Name: <i>{To be completed when Contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when Contract is drafted.}</i>

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when Contract is drafted.}

1.2 Contract Purpose.

{To be completed when Contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when Contract is drafted.}

1.3.2 Performance Measures.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. 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 the following:

1.3.3.2 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 a minimum, the Agency will conduct a review QUARTERLY; 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.

1.3.3.3 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.

1.3.3.4 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.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. 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 as follows:

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when Contract is drafted.}

1.3.4.3 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.

1.3.4.4 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).

1.3.4.5 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.

1.3.4.6 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.

1.4 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	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 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.

1.6 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.

2.9 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 of 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 OMB 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 Certification Regarding Lobbying. The Contractor certifies, to the best of his or her knowledge and belief, that:

2.14.3.1 No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal Contract, grant loan, or cooperative agreement.

2.14.3.2 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 federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.14.3.3 The Contractor 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.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. 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. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

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.
2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).