

## CONTRACT TO PURCHASE WRAPAROUND SERVICES

Contract Number
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Name of Provider of Service	Federal Tax ID 42-	
Address		
City	State	Zip

This contract is made by and between the Iowa Department of Human Services (the Department) and the service provider named above (the Contractor).

**I. Program Description.** The Department of Human Services is contracting with Contractor to purchase services under the wraparound program. The program description and service proposal is attached.

**II. Performance Specifications.**

**A. Duties of the Department:**

1. Provide support to the Contractor in developing and monitoring the program.
2. Pay the Contractor each month that this contract is in effect for actual expenditures for the program not to exceed the maximum contract amount.
3. Assist the Contractor in processing and screening referrals.
4. Verify the eligibility of each client served by the program for wraparound funding and submit form 470-2987, *Application/Approval Wraparound Funding*, to the Division of Adult, Children and Family Services for each client. These forms shall specify the approved service amount and duration for the client.
5. Reimburse the Contractor for services rendered at the rate of \_\_\_\_\_.

**B. Duties of the Contractor:**

1. Provide a service as described in the attached proposal.
2. Maintain sufficient service and fiscal records to support billing invoices. Delineate specific amounts of services provided to each client on monthly bills.
3. Provide reports as required to the Department

### III. Payment and Fiscal Procedures

- A. **Funding.** Through the contract, the Department will provide funding for the project in accordance with the attached program description and budget. The Contractor will submit claim vouchers to the Department monthly for actual expenditures during the previous month. The maximum monthly payment amount under this contract shall not exceed \_\_\_\_\_ and the total contract payment amount shall not exceed \_\_\_\_\_.
- B. **Rate Determination.** The contractor shall submit documentation, as required by the Department, sufficient to establish the payment amount.
- C. **Contractor Charges.** The contractor shall not charge the Department more than it receives for the same services provided to non-Department entities.
- D. **Contractor Accounting System.** Contractors shall have an accounting system adequate to effect compliance with the terms and conditions of all grants or contracts with the Department.
- E. **Audit Exceptions.** If an authorized federal or state audit takes exception to the services purchased under this contract for which federal or state reimbursement has been paid, the Contractor assumes liability for refunding the reimbursement if the audit exception is due to an error which is solely the responsibility of the contractor.

If the audit exception is due to an error which is solely the responsibility of the Department, the legal responsibility for reimbursement is with the Department. If there is a joint responsibility of both parties, the parties shall work together to achieve an equitable resolution.

- F. **Certified Audit Report.** When a contractor has a certified public accounting firm perform an audit of its financial statements for the period during which this contract is in effect, the contractor shall submit a copy of the certified audit report to the Department through the contract liaison within 60 days of receipt.

The audit report shall follow one of the uniform audit report formats recommended by the American Institute of Certified Public Accountants. These formats are specified in the industry audit guide series Audits of Voluntary Health and Welfare Organizations prepared by the Committee on Voluntary Health and Welfare Organizations, American Institute of Certified Public Accounts, New York, 1974.

Contractors whose total grants and contracts awarded by the Department exceed \$150,000 during the state's fiscal year, must submit to an audit performed by a certified public accounting firm prior to the end date of this contract. The agency shall pay for the audit. Any audit exceptions related to contract funds must be addressed prior to final payment under this contract.

#### IV. Data Collection, Record-keeping, Reports

- A. **Quarterly Report.** The Contractor shall quarterly provide the Department with an accounting of the actual expenses incurred, revenue received, the number of clients receiving services through the program, and other information useful in evaluating the program.
- B. **Records Retention.** The contractor shall maintain records for clients served through the contract and financial and statistical records, including program and census data, that document the validity of reports submitted to the Department.

The contractor shall retain all books, records, and other documents relevant to this contract for a period of five years after this contract is no longer in effect, after final payment, or until final audit findings have been resolved, whichever is later. The contractor shall have and implement a written policy and procedures for maintaining and destroying client and financial and statistical records.

- C. **Review of Contract-Related Documentation.** Upon request, the contractor shall allow authorized representatives of the Department or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this contract.

Reviews may include meetings with clients, review of staffing ratios, job descriptions, client records, and agency policies, meetings with any staff directly or indirectly involved in the provision of services, and on-site visits to the contractor, the contractor's central accounting office, the offices of the contractor's agents, a combination of these, or, by mutual decision, to other locations.

#### V. General Provisions

- A. **Entire Contract.** The entire contract between the parties is contained in this contract document with attached exhibits. This contract supersedes all oral agreements and negotiations between the parties. If any part of the contract is beyond the statutory authority of the Department, only those portions will be null and void, and the balance of the contract will remain in force.

Failure of the Department at any time to require strict performance of any provision of this contract shall not constitute a waiver of the provision nor in any way limit enforcement of the provision.

- B. **Non-Employment.** The Contractor is an independent contractor in the performance of its obligations and under Iowa Code Chapter 25A. There is no duty created by this contract for the Department to defend or indemnify the Contractor.

- C. **Subcontracting: Assignability.** The Contractor cannot assign or transfer this contract or payment claims under this contract. Any subcontract or other written agreements will not relieve the Contractor of responsibility and accountability to the Department for the conditions of this contract. All conditions of this contract shall be incorporated in any subcontracts.

None of the services described in this contract shall be subcontracted without prior written approval by the Department. The Contractor shall provide a copy of all subcontracts to the Department prior to implementation of the subcontract.

**D. Contract Administration.**

1. **Contract Management.** During the contract period, the assigned Department contract liaison shall be contacted on all interpretations and problems relating to the contract and shall follow the issues through to their resolution. The contract liaison shall also monitor performance under the contract.
2. **Contract Amendment.** The contract shall be amended only upon written agreement of both parties. Amendments which affect the cost of services shall include re-establishment of applicable payment level.
3. **Contract Termination.** The Department may terminate this contract upon 10 days notice for cause. Causes for termination during the period of the contract are:
  - a. Determination by the Department that insufficient funds are available to continue the services involved.
  - b. Failure of the contractor to complete or submit required reports.
  - c. Failure of the contractor to make financial and statistical records available for review by the Department or authorized party.
  - d. Failure by either party to abide by the provisions of the contract.

The contract may be terminated without cause upon 45 days notice.

Notice of termination shall be provided by certified mail.

Any termination of this contract shall be without prejudice to any obligations of liabilities of either party already accrued before termination.

Within 20 days of any termination made under this clause, the Contractor shall supply the Department with financial statements detailing all costs up to the effective date of termination. The sole and complete remedy of the Contractor shall be payment for services completed before the effective date of termination.

- E. Renegotiation.** In the event there is a revision of federal regulations, state law, or administrative rule and this contract no longer conforms to those regulations, laws, or rules, all parties will review the contract and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- F. Review of Department Actions.** A contractor who is adversely affected by a Department decision may request a review according to procedures and time frames established for the contracted service.

**G. Restrictions on Use of Funds**

1. **Lobbying Efforts.** The contractor covenants that:

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

If any funds other than federal appropriate funds have been paid to any person for influencing or attempting to influence an officer or employee of a member of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

2. **Unionization.** The Contractor must ensure that no funds received or expended will be used in any way to promote or oppose unionization.

**H. Federal and State Requirements.** The contractor shall be in compliance with all applicable federal and state laws, rules and regulations.

1. **Licensure, Approval, Accreditation, Qualifications.** The Contractor shall have any license, approval, or accreditation required by law, regulation, administrative rules, or standards of operation promulgated by the state or federal government before the contract can be effective. Documentation that an out-of-state contractor meets any applicable licensure, approval, or accreditation requirements of the respective state must be included in the contract. Contractor staff shall have the qualifications as established in this contract.
2. **Civil Rights Laws.** The Contractor shall be in compliance with all federal and state civil rights laws and regulations with respect to equal employment opportunity.
3. **Title VI Compliance.** A Contractor with 15 or more employees shall be in compliance with Title VI of the 1964 Civil Rights Act, as amended, and all other federal, state and local laws and regulations regarding the provision of services.
4. **Section 504 Compliance.** A Contractor with 15 or more employees shall be in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and with all federal, state, and local Section 504 laws and regulations.
5. **Americans with Disabilities Act.** A Contractor with 15 or more employees shall be in compliance with the Americans with Disabilities Act of 1990 (ADA) and with all federal, state, and local laws and regulations regarding the ADA.
6. **Confidentiality.** The contractor shall comply with all applicable federal and state laws and regulation on confidentiality.

- I. Equal Opportunity.** The contractor shall exclude no person from the participation in or the receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief or physical or mental disability. A contractor with four or more employees shall not discriminate employment on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
- J. Affirmative Action.** The contractor shall apply affirmative action measures appropriate to correct deficiencies or to overcome the affects of past or present practices, policies, or other barriers to equal employment opportunity.
- K. Nondiscrimination.** The contractor shall carry out all activities under the terms of this contract in a manner that does not discriminate against any person because of the person's race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
- L. Client Appeals and Grievances.** Clients receiving direct provision of service through this contract have the right to appeal adverse decisions made by the Department or the contractor. The contractor shall have and implement written policy and procedures for handling client appeals and grievances and shall provide information to clients about their rights to appeal.
- M. Abuse Reporting.** The contractor shall have and implement written policy and procedures which are in compliance with Iowa law for reporting physical abuse, denial of critical care, or sexual abuse of children or dependent adults.

This provision applies only when the contract is for direct provision of services to clients. If only children or only adults are served pursuant to this contract, then only the applicable policy and procedures need be developed.

**N. Bonding, Indemnity, and Insurance.**

- 1. **Bonding.** The contractor shall obtain and maintain at all times during the terms of this contract a fidelity bond covering the activities of its personnel authorized to receive or distribute monies.
- 2. **Indemnity.** The contractor agrees that it will, at all times during the existence of this contract, indemnify and hold harmless the Department and the Department's agents and employees against any and all liability, loss, damages, costs, or expenses which the contractor may sustain, incur, or be required to pay, including attorney fees and all litigation costs by reason of any client, employee, volunteer, or third party suffering injury, loss, or damage, resulting from conduct of the contractor.
- 3. **Insurance.** The Contractor shall maintain adequate types and amounts of insurance to preserve the contractor's fiscal and physical assets in the event of reasonable claims due to untoward events for which the contractor is liable.

The Contractor agrees that in order to protect itself, as well as the Department, under the indemnity agreement above, it will at all times during the term of the contract have and keep in force property and, as applicable, professional liability insurance. Verification of this policy shall accompany this contract.

The contractor agrees that all employees, volunteers, or any other individual, other than employees of the Department acting within the scope of their employment in the Department, who are authorized to transport clients in privately owned vehicles shall have liability insurance in force.

- O. Prior Review and Comment.** The Contractor shall obtain Department review and comment on any studies and reports prepared pursuant to this contract prior to finalization of those studies and reports.
- P. Publication, Copyrights, and Patents.** The Contractor may publish contract activities and the result of contract activity subject to confidentiality requirements and the prior written approval by the Department. The publication (written, electronic, visual or audio) shall contain an acknowledgment of the Department's contract support. A copy of the publication shall be furnished to the Department free of charge within 10 days of publishing.

Where activities supported by this contract produce publications, the Department reserves the right to use, duplicate, and disclose the publication in any manner for any authorized state purpose and have others to do so. Ownership of copyrights and patents shall be vested in the Department. However, with the written permission of the Department, the contractor may obtain a copyright or patent when it is determined that copyrighting or patenting will be in the best interest of the Department and the contractor, and the Department does not desire to secure such copyright or patent.

In the event the contractor secures a copyright under the conditions indicated above, the contractor agrees to and does hereby grant the Department, a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of such copyrighted material, and to authorize others to do so for use by the Department, its divisions, instrumentalities and local subdivisions, all publications now or hereafter covered by copyright; provided, that with respect to such portion of the publication which is not originated in the performance of this contract, but which is incorporated in the work furnished under this contract, such license shall be only to the extent that the contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without being liable to pay compensation to others solely because of such grant.

Nothing to this section shall be construed to limit the right of the contractor to publish the publication in professional journals so long as any copyright to be obtained is not prejudiced thereby and provided there shall be no pre-release of data or findings connected with this project in scholarly or professional journals or through public presentations or news media until the project is completed unless prior written approval for such release has been obtained from the Department. Project completion is defined herein as termination of this contract or acceptance of the project products by the issuing agency. This clause is in no way to be construed as restricting the contractor or the Department from utilizing any and all data and findings in published documents or public presentations entirely at their own discretion following the completion of the project, subject to confidentiality requirements.

Title to any and all inventions originating as a result of the services provided under this contract shall be vested in the Department. The Department shall be promptly notified of each such discovery. However, with the written permission of the Department, the contractor may obtain a patent when the Department does not desire to secure such patent.

**Q. Conflict of Interest.** No officer, member, or employee of the Department and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project will:

1. Participate in any decision relating to this contract which affects the individual's personal interest or the interest of any corporation, partnership, or association in which the individual, directly or indirectly, is interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
2. Solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, of parties to sub-agreements.

The contractor covenants that the contractor has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. If the contractor has an employee with such interest, the interest shall be disclosed to the Department in writing. The employee having the interest shall not participate in the decision-making process with regard to the undertaking or carrying out of this project.

No contractor may hire a person in an administrative capacity or staff position funded under this contract, without prior disclosure to the Department, if a member of that person's immediate family has direct administrative authority over the individual. Where a federal, state or local statute regarding nepotism exists, which is more restrictive than this policy, the contractor will follow the federal, state, or local statute in lieu of this condition.

**R. Signed Contract.** The contract is effective only when signed by all parties specified on the signature page of this contract and only for the contract period specified by this contract.

**VI. Attachments.**

Attached to and part of this contract is a budget that states the categories and amount of expenditures anticipated by contractor and approved by Department.

**VII. Administration.**

This agreement will be administered for the Department of Human Services by \_\_\_\_\_ and for the Contractor by \_\_\_\_\_

**VIII. Signatures of Parties to Agreement**

For the Department	For the Contractor
By:	By:
Authorized Signature	Authorized Signature
Title	Title
Date:	Date: