

## Subcontracts

### Policy

#### **Iowa Department of Public Health General Conditions:**

- a. Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.
- b. “Subcontracting. None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Department...”. To obtain approval, the Contractor shall submit to the Department the proposed contract or written agreement between parties. The proposed contract or agreement shall contain:
  - (1) A list of the work and services to be performed by the subcontractor
  - (2) The contract policies and requirements
  - (3) Provision for the Department, the Contractor, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
  - (4) The amount of the subcontract
  - (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
  - (6) A statement that all provisions of this contract are included in the subcontract including audit requirements
  - (7) Period of performance
  - (8) Any additional subcontract conditions
- c. Any subcontract or other written agreement shall not affect the Contractor’s overall responsibility and accountability to the Department for the overall direction of the project.
- d. If during the course of the subcontract period the Contractor or subcontractor wishes to change or revise the subcontract, prior written approval from the Department is required.
- e. The Contractor shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- f. The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. 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.

### Authority

**Iowa Department of Health General Conditions, 5, excerpt**

## Procedure

A subcontract is any agreement with an external individual or organization to provide services to or through a project. Subcontracted services may include WIC clinic personnel. The total amount of all non-government subcontracts may not exceed a certain percentage as documented in the most current RFA/RFP. A subcontract does not affect the contractor's overall responsibility and accountability for services.

### Authorization

All personnel services subcontracts paid with WIC funds require prior written authorization from the Department. When subcontracts are part of the original grant application, approval of the application constitutes the necessary authorization. The contractor will submit the Subcontract Documents Report to the Progress Reports section of IowaGrants.gov by the due date. All changes and revisions to subcontracts also require prior written authorization from the Department.

### Responsibility and Accountability

The contractor is responsible for assuring that all subcontractors are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. Methods of training of personnel and provision of ongoing communication of policies and regulations should be a part of a written agreement.

### Cost Allocation

If contracted providers also work for other programs, salaries must be allocated between programs using a consistent and reasonable cost allocation plan based on generally accepted accounting principles.

### Required Components

All WIC subcontracts must comply with the IDPH General Conditions, section 5, Procurement Standards and Subcontracting. None of the work or service relating to the WIC contract shall be subcontracted to another organization or individual without specific prior written approval by the state WIC office. The contract or agreement must contain:

- A list of the work and services to be performed by the subcontractor
- The contract policies and requirements
- Provision for the Department, the Contractor, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- The amount of the subcontract
- A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
- A statement that all provisions of this contract are included in the subcontract including audit requirements
- Period of performance
- Any additional subcontract conditions
- The Confidentiality Clause: All WIC subcontracts and agreements must contain the Confidentiality Clause that assures that the subcontractor will not share WIC participant

information with a third party. The following clause must be used in each subcontract:

- “The CONTRACTOR may employ WIC Program information only for the purposes of establishing the eligibility of WIC applicants and participants for the health or welfare programs that it administers, and for conducting outreach or eligibility to WIC applicants and participants for each program. The CONTRACTOR will not disclose any WIC information to a third party.”
- Assurance of Civil Rights Compliance language
  - The **Contractor** hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the **Contractor** receives Federal financial assistance from FNS **through the Department and this contract**; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the **Contractor** agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the **Department** shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service

equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the **Contractor**, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the **Contractor**.