

CONTRACT DECLARATIONS AND EXECUTION

RFP or Informal Solicitation #	Contract #
RFP #ACFS 18-001	ACFS-18-xxx

Title of Contract
Crisis Intervention, Stabilization, and Reunification Services - Foster Group Care Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Phone:
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"):	Agency Contract Owner (hereafter "Contract Owner") / Address:
E-Mail:	E-Mail:
Phone:	
Contractor: (hereafter "Contractor")	
Legal Name:	Contractor's Principal Address:
Tax ID #:	Organized under the laws of: State of
Contractor's Contract Manager Name/Address ("Notice Address"):	Contractor's Billing Contact Name/Address: Phone:
Phone:	
E-Mail:	

Contract Information	
Start Date: 07/01/17	End Date of Base Term of Contract: 06/30/19
Possible Extension(s): The Agency shall have the option to extend this Contract up to 4 additional 1-year extensions.	
Contractor a Business Associate?	Contractor subject to Iowa Code Chapter 8F?
Contract Include Sharing SSA Data?	Contractor a Qualified Service Organization?
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Contingent on Approval of Another Agency:
Security & Privacy Office Data Confirmation Number:	
Contract Payments include Federal Funds? The contractor for federal reporting purposes under this contract is a: DUNS #: The Name of the Pass-Through Entity:	
CFDA #:	Federal Awarding Agency Name:
Grant Name:	

Contract Execution

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

Contractor,		Agency, Iowa Department of Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

Iowa Code Chapter 8F

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 2.14.6, Certification *Regarding Iowa Code Chapter 8F* available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

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

Contractor, by:		Contractor, by:	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

Certification and Disclosure Regarding Lobbying

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

Signature:	
Printed Name/Title:	
Date:	

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

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

“Administrative Costs” means costs that may include, but are not limited to, such categories as salary and fringe benefits for administrators and support staff, 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.

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

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

“Casey Life Skills Assessment” (CLSA) means a suite of comprehensive online assessments, learning plans, and learning resources that can be utilized at no charge to help engage young people in Foster Care whereby they can gain the life skills they need to exit care. The tools are strengths-based and were built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by Youth and caregivers for successful adult living (Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, and Work and Study Skills). The CLSA is intended for Youth age 8-18. There are also additional assessment supplements designed to help young people who have specific needs and challenges. The specific topics are: pregnancy and parenting infants and young Children; homeless; Youth values; education; gay, lesbian, bisexual, transgender, and questioning Youth (GLBTQ); and American Indian.

“Case Management” means Agency social casework including work with Children to assess and identify individual and Family strengths and needs, develop Case Permanency Plans to provide appropriate supports and services, implement the Case Permanency Plans, coordinate and monitor the provision of services, and evaluate client progress and the case. It also includes similar services provided by Juvenile Court Services' workers.

“Case Permanency Plan” means the Agency plan identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress.

“Caseworker” means the Caseworker for a Child in care. This is defined in Foster Group Care Services licensure rules in 441 Iowa Admin. Code ch. 114. All Caseworkers shall be responsible for coordination with referral sources and coordination of services to a Child.

“Casework Supervisor” means the staff member defined in FGCS licensure rules 441 Iowa Admin. Code ch. 114. This individual provides supervision of the Caseworker(s) by regularly scheduled face-to-face case specific discussions with the Caseworker.

“Child,” “Children,” “Youth,” or “Juvenile” means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2)

“Child and Family Services Review” (CFSR) means the process and procedures used by the federal Department of Health and Human Services to monitor and evaluate each state’s Child welfare Agency in order to promote the

achievement of safety, Permanency, and well-being for Children that come to the attention of the Child welfare system and improve the quality of Agency child welfare services.

“Child Welfare Emergency Services” (CWES) means an array of short term and temporary interventions that are provided to the Target Population by the Child welfare system and focus on Children’s safety, permanence, and well-being. CWES range from the least restrictive approaches that can be used, e.g., Crisis Interventions such as Family conflict mediations or In-Home interventions, to more restrictive Emergency services including Out-of-Home Placements with relatives, foster families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). Eligible Children are referred by the Agency, Juvenile Court Services, and Law Enforcement.

“Child in Need of Assistance” (CINA) means a Child adjudicated by Juvenile court to be a Child in Need of Assistance pursuant to Iowa Code Ch. 232.

“Clinical” (practice) means the professional application of theories and methods that lead to differential diagnosis, prevention, amelioration and treatment of bio-psycho-social dysfunction and impairment, including mental, emotional, behavioral and developmental disorders.

“Clinically-trained Staff” means persons with a master’s (or other advanced) degree in social work, psychology or a related behavioral science and who are licensed to practice in their respective field. This may include, but is not limited to, a medical doctor or doctor of osteopathy, licensed independent social workers, advanced registered nurse practitioners, Ph.D. psychologists, marriage and Family therapists, and mental health counselors.

“Community Residential Facility” means a licensed FGCS facility that provides care for Children who are considered unable to live in a Family situation due to social or emotional needs but are capable of interacting in a community environment with a minimum amount of supervision. The facility provides 24-hour care including board and room. Community resources are used for education, recreation, medical, social, and rehabilitation services. The facility is responsible for planning and providing for the Child’s daily activities, discipline, guidance, peer relationships, and recreational programs.

“Comprehensive Residential Facility” means a licensed FGCS facility that provides care for Children who are unable to live in a Family situation due to social or emotional needs and who require varying degrees of supervision as indicated in the individual Service Plan. Care includes room and board. Community resources may be used for medical, recreational, and educational needs. Comprehensive residential facilities have higher staff to client ratios than Community Residential Facilities and may use control rooms, locked cottages, mechanical restraints, and chemical restraints when these controls meet licensing requirements.

“Contract Manager” means the staff person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific contract.

“Contract Owner” means the administrator within the Agency who has overall responsibility, accountability, and authority for the direction and management of the contract.

“Crisis Intervention and Stabilization Plan” means the methods a Contractor will use at both the Contractor and individual Child levels to respond to Child behaviors that may lead to situations like Critical Incidents, trauma, or reports to authorities (e.g., Law Enforcement). Contractor Crisis Intervention and Stabilization plans shall define Contractor policies and procedures that are appropriate to meet the needs of the Children in care, identify expectations of staff and staff training requirements, define appropriate staffing patterns and desired competencies, discuss the Contractor’s approaches to Trauma-Informed Care, define the behavior de-escalation techniques that will be used. Child-specific Crisis Intervention and Stabilization Planning shall be individualized and based on needs of the individual Children in care and incorporated into the Child’s Service Plan. This

planning shall address, but not be limited to: a Child's trauma; mental health or behavioral needs; and, approaches to de-escalation that shall be used to manage a Child's behavior when needed.

"Critical Incident" means a behavior-related situation involving a Child during the provision of service that result in one of the following:

- Serious illness, incident involving serious bodily injury, circumstances causing removal of the Child from the facility, or death;
- Injury to another Child in care, Contractor staff, or volunteer that requires treatment by medical personnel in or at a hospital, other medical clinic or urgent care provider, or a physician's office;
- Self-harm;
- Damage to property;
- A runaway or other absence without permission from Contractor;
- Police calls or other Law Enforcement involvement due to a Child's behavior or other actions;
- Placement into Juvenile detention;
- Use of physical restraint as defined by licensing regulations;
- Use of Control Room as defined by licensing regulations;
- Sexual conduct, either consensual or non-consensual, with a staff or peer;
- Use of illegal substances;
- Medication errors; or
- Dangerous contraband such as drugs or weapons.

"Cultural Competence" 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.

"Delinquent" means a Child adjudicated by Juvenile court for having committed a Delinquent act as defined in Iowa Code Ch. 232.

"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 Contract.

"Education Specialist" means Contractor staff directly responsible for a Child's education and related services and needs. This may include the Child's Contractor-appointed Caseworker.

"Emergency Juvenile Shelter Care" means the provision of Emergency, short-term care until a more permanent living arrangement is possible. Iowa Code § 232.2 defines "shelter care" as temporary care of a Child in a physically unrestricting facility at any time between a Child's initial contact with Juvenile authorities and the final judicial disposition of the Child's case. Shelter care facilities that are county or multi-county operated receive a Certificate of Approval if they meet standards defined in 441 Iowa Admin. Code ch. 105. Privately operated shelter care facilities receive a Certificate of Licensure if they meet the standards defined in 441 Iowa Admin. Code ch. 105. Emergency Juvenile Shelter Care is not considered suitable for Children under age 12 unless appropriate alternatives are first sought and determined to be unavailable.

"Evidence-Based Practice" means practices or service approaches whose effectiveness at achieving desired outcomes for specific Target Populations of Children and families has been substantiated or validated by independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service

information. Examples of such organizations include the Child Welfare League of America, the American Public Human Services Association (APHSA), the Center for the Study of Social Policy, the Casey Foundation, Casey Family Programs, the federal Office of Juvenile Justice and Delinquency Prevention, the federal Agency of Health and Human Services, and university schools of social work.

“FACS” means the Family and Children’s Services data system.

“Family” means the social unit consisting of the Child and the biological or adoptive parent, stepparent, brother, sister, stepbrother, stepsister, and grandparent of the Child.

“Family Case Plan” (Form No.470-3453) means the official record of the Agency’s involvement with the Family. It serves to help document the Child and Family conditions and concerns that caused the Family to become involved with the Child welfare system, help determine and document the most appropriate services and supports needed to assure and promote Child safety, Permanency, and well-being. The Family Case Plan includes a description of a plan to keep the Child safe; individual Family strengths, supports, and needs; how the strengths and Family supports can be used to assist the Family in self-directed change; how the Agency and others will assist the Family in overcoming the needs; and document compliance with applicable state and federal laws and regulations.

“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-Like Setting” means a Foster Family Home, a relative Placement, a pre-adoptive home, or trial home visit.

“Family Finding Efforts” means a variety of approaches and methods Contractors and the Agency use to help Children in Foster Care find and connect with biological or chosen Family members. Strained Family relationships can be strengthened or reconnected through these efforts and discoveries can be made to connect lost relationships or build entirely new ones for and with the Child or Youth. Internet-based search tools may be used to locate Family members unknown to the Child Welfare system. Connections can be made regardless of geography, initial level of commitment from the Family member, or blood relation to the Child. The input of the Child and close Family members is a critical piece of this method.

“Family Interaction” means a process used to maintain relationships with siblings, parents, Family, and other individuals and to reduce the sense of abandonment and loss that Children experience at Placement. Family Interaction should take place in the least restrictive, most home-like setting appropriate to meet the Child’s needs for safety. Family Interaction should minimize the harmful effects of Family separation as well as nurture and enhance reunification. Family Interaction should maintain meaningful contact consistent with the development and/or special needs of the Child and Family to further progress toward achieving Permanency for the Child. Interactions provide the opportunity for families to maintain relationships, enhance well-being, and may sometimes be an appropriate venue to provide families with the opportunity to learn, practice and demonstrate new behaviors and patterns of interaction. Family Interaction will also provide an opportunity to assess caregiver needs around parent training, community resources/referral, and concrete supports. Family Interaction proceeds in three phases as progress occurs: initial phase, central phase, and reunification phase.

“Family Interaction Plan” means the plan to guide Family Interactions that encourages progressive increase in parents’ responsibility. The Plan is premised on case goals and on an assessment of a Family functioning and safety concerns for the Child. A written Family Interaction Plan should be tailored to meet the safety concerns of

the Family and will be provided to assure Family Interaction begins as soon as possible after Removal from parental custody. Family Interaction Plans must never be used as a threat or form of discipline to the Child or to control or punish the parent.

“Family Safety, Risk, and Permanency Services” means services designed to achieve safety and Permanency for Children, regardless of the setting in which the Children reside. These services shall be designed to use Evidence-Based and innovative approaches to the greatest possible extent.

“Family Team Decision Making” means both a philosophy and a practice strategy for delivering child welfare services.

“Family Team Decision-Making Meeting” means a gathering of Family members and extended Family, friends, the Referring Worker, Safety Plan/FSRP Contractor, 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 and Family through development and review of an individualized Family Case Plan.

“Formal Life Skills Assessment” means a tool designed to measure a Child’s knowledge and skill comprehension a Child needs to direct his or her life at home and in the community. Measurement of skills include “hard skills” including but not limited to money management, food preparation, hygiene, home management, accessing health care, education and employment-related skills, accessing community resources and time management. Measurement of skills also includes “soft skills,” including but not limited to decision-making, problem solving, relationship skills, and self-advocacy skills. Results of the Life Skills Assessment (both strengths and needs) are used in designing services and supports that promote a Child-centered Transition plan to assist the Child in successful Transition from the Foster Care system to early adulthood and Self-Sufficiency.

“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. Foster Care does not include care provided in a Family home through an informal arrangement for a period of 20 days or less. It includes 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 Group Care Service” (FGCS) means one service of the Child welfare array of services that offers a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation due to social or emotional needs, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either for having committed a Delinquent act or as CINA and court-ordered to this State-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.

“Group Care Maintenance” means food, clothing, shelter, school supplies, personal incidentals, daily care, general parenting, discipline, and supervision of Children to ensure their well-being and safety, and administration of maintenance items provided in a group care facility.

“Guaranteed Payment Bed” or **“Guaranteed Bed”** means a bed that is part of the contract guaranteed available to the Agency as needed, and for which Agency payment will be made regardless of use in order to assure access as needed and stability of payment to a Contractor.

“Integrated Health Home” (IHH) means a team of professionals working together to provide whole-person, patient-centered, coordinated care for adults with a serious mental illness (SMI) and Children with a serious emotional disturbance (SED). Integrated Health Homes are administered by the Medicaid Managed Care Organizations (MCOs) and provided by community-based Integrated Health Homes.

“In The Home” or **“In-Home”** means that a Child resides in the permanent home of the Child’s parent or guardian.

“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 or electronically.

“Juvenile Court Services” (JCS) means an administrative unit that is part of the judicial branch of Iowa government and established in each judicial district pursuant to Iowa Code Ch. 602. JCS provides intake services for all Iowa Youth who are alleged to have committed a Delinquent act. JCS also supervises and provides services to those Youth who are adjudicated Delinquent or those Youth who have committed a Delinquent act but who have not been adjudicated Delinquent by the Juvenile Court.

“Juvenile Court Services Model of Practice” (JCS’s Model of Practice) means the Juvenile Court Services utilization of Evidence-Based Practices that result in the Juvenile Court Officer (JCO):

- 1) Assessing offender’s criminogenic needs and risk factors using the Iowa Delinquency Assessment;
- 2) Targeting traits, skills, conditions, and behaviors that are most likely to lead to Recidivism;
- 3) Engaging offenders in the change process;
- 4) Matching intervention strategies to offenders’ individual needs and circumstances; and
- 5) Planning strategies, in collaboration with each Child and their Family, to facilitate behavioral change.

“Juvenile Court Services Plan” The plan developed of JCS identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress, including any directives or needs identified by the Court.

“Law Enforcement” means a member of a police force or other agency or department of the State, county or city regularly employed as such and who is responsible for the prevention and detection of crime and the enforcement of the criminal laws of Iowa and all individuals, as determined by the Iowa Law Enforcement academy council, who by the nature of their duties may be required to perform the duties of a peace officer.

“No Reject, No Eject” means that the Contractor shall accept all Cases referred by the Agency or JCS, recognizing that the Agency may approve exceptions in unique situations.

“Non-Guaranteed Payment Bed” or **“Non-Guaranteed Bed”** means a bed that is part of the contract and shall be available to the Agency as needed, and for which Agency payment will be made based on actual use.

“One Caseworker Model” means the integrated approach to provide each Child with one point of contact through the provision of FGCS. A Child will have a single assigned Caseworker to coordinate the delivery of the Child’s Service Plan and to be the point of contact for the Child, the Child’s Family or other persons in the Child’s Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child’s Family have consistent access to Contractor staff and coordinate services for each Child.

“Out-of-Home” means that the Agency has Placement and care responsibility of a Child in a location other than the Child’s natural home.

“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 care resides.

“Positive Support System” means members of the Child’s Family and/or other positive adult role models identified by the Child and/or Family to be a support for the Child.

“Program Director” means the Contractor’s individual dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

“Quality Assurance” means the procedures established and activities undertaken the by Contractor to ensure services are delivered in accordance with requirements established by the Agency and to improve the quality of services to achieve safety, Permanency, and well-being.

“Reasonable and Prudent Parent Standard” means the standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a Child while at the same time encourage the emotional and developmental growth of the Child, that a caregiver shall use when determining whether to allow a Child in Foster Care under the responsibility of the state to participate in extracurricular, enrichment, cultural, and social activities. For the purposes of this definition and this Contract, “caregiver” means a designated official at a Foster Group Care Service Contractor in which a Child in Foster Care has been placed.

“Recidivism” means a relapse into criminal behavior.

“Recruitment, Retention, Training, and Support of Resource Families” (RRTS) means the Contractor responsible for activities related to recruiting new resource families, retaining current resource families, the licensing of foster homes and approval of adoptive families, matching Children in need of Placement with the appropriate resource family, providing training and support services to resource families, and providing post-adoption services to adoptive families who are eligible for adoption subsidy.

“Referring Worker” or **“Referral Worker”** means either the Agency social work case manager or the JCS case manager (Juvenile court officer) assigned to provide Case Management services to the Child.

“Reintegration” means the process in which a Child exits or discharges from a Placement to home or another community or home-like setting.

“Reintegration Planning” means a component of the Child’s Service Plan developed by the Contractor together with the Child, the Child’s Referral Worker, and the Child’s Family after admission to initiate thinking about exit and discharge to assure a successful move home or to the next living arrangement and to assure the continuity of Clinical and support services. Reintegration Planning begins no later than the Child’s Service Planning Conference.

“Removal” means the Placement of a Child from the setting in which they were living by order of the Court or Voluntary Placement Agreement.

“Safety Plan” means a specific and concrete strategy and written plan developed by the Agency with the Family for controlling Threats of Maltreatment or supplementing Protective Capacities to keep the Child safe. The Safety Plan identifies who will participate to assure safety of the Child, who will monitor the Safety Plan, and duration of the Safety Plan. The Safety Plan will also address how behaviors, conditions, and circumstances associated with the signs of present or Impending Danger will be controlled.

“Safety Plan Services” means services and activities that provide oversight of Children who are assessed by the Agency Worker to be Conditionally Safe and in need of interventions to move them from Conditionally Safe to safe status during a Child Protective Services or CINA Assessment. Services are to assure that the Child will be safe and that without such services the Removal of the Child from the home or current Placement would be necessary.

“Self-harm” means self-inflicted injury to a person’s own body.

“Self-Sufficiency” means sustaining a safe and stable living environment and having resources to support that living environment. Indicators of Self-Sufficiency may include, but are not limited to: demonstration of attainability and sustainability of active education and/or employment plans; knowledge and access to personal and community resources, including self-care; adequate and appropriate physical and mental health care; and demonstration of basic life skills.

“Service Area” means one of the groups selected from Iowa’s 99 counties with boundaries defined by the Agency (See Attachment F).

“Service Area Manager” (SAM) means the Agency official responsible for managing the Agency’s programs, operations, and Child welfare budget within one of the Agency Service Areas.

“Service Contract Specialist” means the Agency worker assigned to provide review and oversight for the Agency Contract. r.

“Service Plan” means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate. This is the “care plan” required in Foster Group Care. The Service Plan shall be based on individual Child assessment as required by licensure and include the following: (1) Identification of specific needs; a description of all planned services and goals and objectives with projected dates of accomplishment intended to meet the specific needs of the Child; (2) Action steps to be taken by the Child, the Child’s support system, and staff and the frequency of actions or services; where services will occur; and, the Caseworker who will be responsible for the Service Plan. The Service Plan shall include the Child-specific Crisis Intervention and Stabilization and Reintegration Plans and be coordinated with other service plans (e.g., Family Interaction, Behavioral Health Intervention Services or other mental or behavioral health services) and assure continuity of the Child’s day to day life activities while in care, such as, but not limited to, school, Family relationships, health care, mental health and behavioral needs, etc.

“Service Planning Conference” means a meeting conducted by the Contractor with the Referral Worker, the Child and the Child’s Family, and other key individuals after admission as a means of developing the core components of the Service Plan including, but not limited to, Family and community connections, physical and mental health, education, and Reintegration Planning.

“Supervised Apartment Living Foster Care” (SAL) means a type of Foster Care Placement in Iowa. The living arrangement must provide a Child with an environment in which the Child can experience living in the community with less supervision than that provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency. Children in the SAL program are expected to attend school, shop for their food, prepare their own meals, do their own laundry and cleaning, and engage within the community. SAL Foster Care is the least restrictive type of Foster Care Placement in Iowa in which Children are either 1) placed in their own scattered-site setting (e.g., apartment unit) with access to Contractor staff 24 hours a day, seven days a week or 2) are placed in a cluster setting (up to six Children placed in the same building such as apartments located in one building or private housing) in which Contractor staff is on-site (present and

available to the Children) in the living arrangement at any time when more than one Child is present in this type of setting.

“Target Population” means for FGCS services under this Contract, Foster Care eligible Iowa Children who are considered unable to live in a Family situation due to social or emotional needs, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either as having committed a Delinquent act or as a CINA. This State-licensed Out-of-Home care is provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.

“Transition” means the period in care during which Children are guided to develop life skills needed to move to successful young-adulthood and Self-Sufficiency.

“Transition Planning” means the services, supports, activities and referrals to programs that assist Children currently or formerly in Foster Care in acquiring skills and abilities necessary to Transition to adulthood successfully. Key Transition Planning domains are education, employment, health, housing, and relationships.

“Trauma-Informed Care” means the incorporation of an understanding of trauma and traumatic experiences and the effect they can have on Children in Foster Care into the care and services provided to a Child. These experiences may include, but not be limited to: betrayal of a trusted person or institution and a loss of safety; experiences of violence; physical, sexual and institutional abuse, neglect, intergenerational trauma; and, disasters that induce powerlessness, fear, recurrent hopelessness, and a constant state of alert. Trauma-informed is an approach to help engage people with histories of trauma that recognizes the presence of trauma symptoms and acknowledges the role that trauma has played in their lives.

“Uniform Combined Cost Report” means a report that allows the Agency to determine allowable costs for each service across various Agency programs.

“Voluntary Placement” and related **“Voluntary Placement Agreement”** or **“VPA”** means a Foster Care Placement in which the Agency provides Foster Care services to a Child according to a signed Placement agreement between the Agency and the child's parent or guardian. The Agency has authority to select the Foster Care Placement and has responsibility for care and supervision.

“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 (2) 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.

“24/7” means the provision of services to the Target Population twenty-four (24) hours per day and seven (7) days per week.

1.2 Contract Purpose.

The parties have entered into this Contract to provide Foster Group Care Services (FGCS) as a part of the Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR) continuum of care. FGCS offer a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a family situation due to social, emotional, or physical disabilities, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated for committing a Delinquent act or as a Child in need of assistance (CINA) and court-ordered to state-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week. These settings offer room, board, and age appropriate and

transitional Child Welfare Services. Through this Contract, the Agency is seeking Contractors who shall provide innovative solutions to integrate services and create a system of care for Children requiring Emergency and/or longer term Out-of-Home Placements.

The Contractor shall provide and support child welfare services that:

- are Family focused;
- are designed to build on Family strengths;
- enhance parents' or other caregivers' capacity to protect and safely care for Children;
- connect families to community resources and informal support systems;
- ensure Children who age out of Foster Care have the skills and connections to successfully Transition to adulthood;
- adhere to the Guiding Principles for Iowa's future Child Welfare System (Attachment B), Family-Centered Model of Practice, and Child Welfare Model of Practice (Attachment C) as well as the JCS's Model of Practice).; and,
- are consistent with the principles of the Child and Family Service Review (CFSR) of Child safety, Permanency, and well-being while encouraging flexibility, innovation, and use of Evidence-Based Practice strategies to build a comprehensive continuity of care system.

The Contractor shall keep Children in or near their home communities to preserve connections to their families, home communities, schools, and community-based supports. The ideal place for Children is with their families; when it is not possible for a Child to remain in their own home, keeping the Child as close to that home as possible is a viable alternative. The Agency and its JCS partners will focus on this principle and make referrals to contractors within each Child's Service Area whenever possible in order to preserve and reinforce each Child's relationships and connections in the Child's community.

The Contractor shall provide Foster Group Care Services (FGCS) that align with, but are not necessarily limited to, the following:

- A safe, structured, and stable living environment for Foster Care Children unable to live in a Family situation due to social or emotional needs;
- Compliance with all required licensures, certifications, or approvals;
- Acceptance of all referrals and provide contracted services on a No Reject, No Eject basis;
- Facilitating Child development and the acquisition of age-appropriate life skills;
- Helping each Child develop and maintain relationships with the Child's Family and community and ensure each Child stays connected to the Child's kin, culture, and community; and
- Support of a Child's education and ensuring the Child continues to attend the Child's school of origin whenever that is in the Child's best interest.

1.3 Scope of Work - Deliverables.

1.3.1 Crisis Intervention, Stabilization, and Reunification (CISR) Background.

The Contractor shall provide services in the contracted Service Area and applicable counties. The Contractor shall provide services in a manner consistent with the Agency's Family-Centered Model of Practice, the Agency's Child Welfare Model of Practice, JCS's Model of Practice, and the Guiding Principles with the goal of promoting each Child's safety, Permanency, and well-being. Out-of-Home Placements can be a source of trauma for Children, and the Contractor shall implement strategies to mitigate the effects of trauma for each Child, promote the Child's health, and support the Child's education and development of life skills. The Contractor shall utilize the One Caseworker Model throughout each Child's Out-of-Home Placement. Whenever possible, the Contractor shall promote and support the Child's return to or reengagement with Family. It is critical to a Child's healing and well-being that they have minimal moves and permanent Placements.

Iowa's child welfare and juvenile justice system is intended to serve Children and families needing various amounts of intervention, protection, and support services that ensure safety, Permanency, and well-being. Children and families are served in a number of ways using Iowa's evolving service array including, but not limited to, Safety Plan Services, Family Safety, Risk, and Permanency Services (FSRP), Recruitment and Retention, Training, and Support of Resource Families (RRTS) activities, and Crisis Intervention, Stabilization, and Reunification (CISR) services (including Child Welfare Emergency Services, Foster Group Care Services, and Supervised Apartment Living services). These services, developing public/private partnerships and cross-system/service domain collaborations (e.g., mental health, health, education) form Iowa's emerging system of care for Children and families.

The Agency's goal is to keep a Child in the Child's home whenever possible. When Out-of-Home Placement is necessary, the Placement is not intended to be a permanent solution, and the Child's safety, Permanency, and well-being are essential. Contractors are responsible for promoting each Child's relationships with Family members and other persons in the Child's Positive Support System (when contact is not limited by JCS or the Agency). Children shall be protected in the least restrictive setting necessary, and the Agency and its partners are obligated to provide a nurturing environment where Children can thrive.

The Agency has made a number of concepts the focal points of this Contract. These include the following:

- a) Serving each Child near the Child's home and/or community is a key component to success. Service delivery to Children will occur at a local level, based upon the Agency's defined Service Areas and any counties that are within two (2) contiguous Iowa counties of the Contractor's facility's physical location. Children should be placed in their communities of origin to preserve connections of Children to their families, home communities, schools, and Positive Support Systems.
- b) CWES, FGCS, and SAL are a part of the Crisis Intervention, Stabilization, and Reunification continuum of care. These services should demonstrate a collaborative and a comprehensive, connected approach to serving Children in need of Out-of-Home Placement.
- c) The One Caseworker Model shall be used for all CISR services. A Child in FGCS will have one Caseworker assigned by the relevant Contractor in each service to coordinate the delivery of the Child's Service Plan and to be the point of contact for the Child, the Child's Family or other persons in the Child's Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child's Family have consistent access to Contractor staff and to better coordinate services for each Child.
- d) Child welfare services will continue to be further integrated through collaboration across Agency contracts and community providers. In the future, the Agency hopes to continue to pursue a more cohesive and comprehensive array of services.
- e) Contractors will participate with the Agency to further develop strategies for and implement:
 - Evidence-Based Practices;
 - Continuity of care for Children receiving child welfare services;
 - Innovative community-based services that stabilize Children and the Children's families so that Children can return home; and,
 - Strategies to engage Family members in treatment.

1.3.2 Service Area Coverage

FGCS services shall be provided in a Service Area-specific manner (including any counties that are within two (2) contiguous Iowa counties of the Contractor's facility's physical location) with the goal of placing Children in their communities of origin and preserving connections of each Child to their families, home communities, schools, and community-based supports as well as achieving better outcomes for each Child. The Contractor shall enact a process for working with Contractors in other Service Areas to facilitate a Child's services across Service Areas, as applicable.

1.3.3 Collaboration and Consultation

In order to achieve the desired outcomes of safety, Permanency, and well-being for Children, each Contractor shall collaborate with other CISR Contractors, the Agency, JCS, other Child Welfare and community services providers, and relevant stakeholders. Strong collaboration will strengthen services, identify gaps or needs, promote best practice, and avoid service duplication. The Contractor shall participate 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) All CWES, FGCS, and SAL Contractors in all Service Areas;
- b) Safety Plan and Family, Safety, Risk and Permanency (FSRP) contractors;
- c) Recruitment, Retention, Training, and Support (RRTS) of Resource Families contractors;
- d) State and local initiatives such as, but not limited to, the breakthrough series collaborative and minority, child, and family initiatives;
- e) Parent partners;
- f) Youth-Transition Decision Making (YTDM) meetings;
- g) Providers of mental health and substance abuse services;
- h) Churches and faith based community organizations;
- i) The judicial system including judges, county attorneys, and guardians ad litem; and,
- j) State child welfare and JCS initiatives.

While frequent movement of a Child is discouraged, there may be cases where it will be necessary for a Child to move from one service to another service or one Service Area to another Service Area. In order to ensure continuity of care and seamless Transitions for each Child, the Contractor shall also:

- k) Develop strong linkages with other child welfare service providers; and,
- l) Focus on communicating with the Referral Worker and the receiving or sending service to ensure all relevant information regarding the Child is shared when it is necessary for a Child to move to a different Contractor.

1.3.4 Foster Group Care Services Scope of Work

The Contractor shall provide Foster Group Care Services (FGCS) services as follows.

1.3.4.1 FGCS Overview

FGCS shall be provided in accordance with the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, JCS's Model of Practice, Guiding Principles, and with the goal of a Child returning to the Child's Family or less restrictive care setting when possible and/or as deemed appropriate by the Court. Whenever possible and appropriate to the Child's level of need, a Child shall receive FGCS services in the location geographically closest to the Child's Family so as to promote the Child's connection with the Child's Family and community of origin. The Contractor shall work with the Child and Child's Family to help the Child gain the skills necessary to successfully return home.

FGCS shall provide Children with a safe and protective setting where they can thrive and not commit Delinquent acts. Qualified and competent staff shall provide 24/7 parenting-type support, and programs shall be designed to suit individual Children in Placement. The safety, Permanency, and well-being of Children shall be addressed by:

- a) Providing a stable living environment.
- b) Engaging families to help eliminate conditions that may have led to a Child's Removal from the home.
- c) Maintaining connections to home and community in collaboration with the referral entities and the Child's Positive Support System.
- d) Providing for Children's educational, recreational, medical, social, and rehabilitation needs.

FGCS shall be responsible for planning the daily activities of Children, provide discipline and guidance as needed, and facilitate the development of peer relationships. While in care, Children shall be taught age appropriate skills to help prepare them to return to their communities or to Transition to adulthood or future Self-Sufficiency.

Lengths of Placement vary and the Contractor shall work with the referral entities, Courts, and families to coordinate efforts toward achieving goals in the Child's Case Permanency Plan or Juvenile Court Services Plan. Behavior management and stabilization strategies used shall include collaboration with families in order to facilitate Family reunification and a Child's move back to the community, if that is possible and appropriate.

FGCS are divided into three levels with varying levels of reimbursement: Community (D1, that is licensed accordingly to Iowa standards for this level of care), Comprehensive (D2, that is licensed accordingly to Iowa standards for this level of care), and Enhanced (D3, that is licensed accordingly to Iowa standards for Comprehensive but that will provide more intensive services than D2).

- The Community (D1) level requires at least a 1:8 staff to Child ratio.
- The Comprehensive (D2) level requires at least a 1:5 staff to Child ratio.
- The Enhanced (D3) level requires at least a 1:3 staff to Child ratio.

However, all licensure levels and funding categories shall require programs to be staffed at the extent required to meet the needs of Children in care. This might require even closer staff-to-Child ratios than noted above.

1.3.4.2 Program Administration

The Contractor shall provide stable settings through FGCS that are appropriate to the needs of Children requiring Out-Of-Home Placement. The Contractor shall meet the basic needs of every Child placed in their care according to the requirements of this Contract, State, and federal laws, the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, JCS's Model of Practice, and Guiding Principles, and all applicable regulations. The Contractor shall collaborate with Agency to protect Children and ensure a safe Placement that supports the Child and the Child's Family while achieving Agency goals of safety, Permanency, and well-being.

1.3.4.2.1 Regulations and Policies

In providing services for the Child in Foster Group Care, the Contractor shall abide by all applicable State and federal laws, rules, and regulations. The Contractor shall develop additional policies for the administration of FGCS as detailed in this section. The Contractor shall:

- a) Maintain applicable FGCS licensure, certification, or approval status by demonstrating compliance with all licensure requirements throughout the term of the Contract. The Agency will Contract with a provider for FGCS services only when there is compliance with licensure requirements per the following:
 - i. A facility providing community-level group care shall be licensed:
 - 1) As a Community Residential Facility pursuant to 441 Iowa Admin. Code ch. 114;
 - 2) As a Comprehensive Residential Facility pursuant to 441 Iowa Admin. Code ch. 115; and/or
 - 3) Under comparable standards by the State in which the facility is located.
 - ii. A facility providing comprehensive-level group care shall be licensed:
 - 1) As a Comprehensive Residential Facility pursuant to 441 Iowa Admin. Code ch. 115; and/or
 - 2) Under comparable standards by the State in which the facility is located.
- b) Comply with all applicable State and federal laws and regulations on confidentiality

- including rules in 441 Iowa Admin. Code ch. 9.
- c) Comply with all applicable State and federal laws, regulations, and requirements regarding the Prison Rape Elimination Act (PREA).
 - d) Develop and use internal continuous Quality Assurance processes using data analysis, process and practice modification, supervision, and other methods to ensure the quality of services provided.
 - e) Develop and use written policies approved by the Agency for:
 - i. Handling client appeals and grievances;
 - ii. Reporting abuse and denial of critical care of Children;
 - iii. Maintaining confidentiality; and,
 - iv. Training staff.
 - f) Collaborate with the Agency to develop and implement written plans for the Contractor's response to disasters and other emergency situations that are consistent with State, federal, and local guidelines.
 - g) Collaborate with the Agency to review and make recommendations regarding implementation of Evidence-Based Practices, beginning in the first year of the Contract or at the point-in-time specified by the Agency.
 - h) Participate in the Agency's annual Statewide child welfare services contractors' meeting.
 - i) Utilize encrypted email for any electronic communication regarding a Child and/or a Child's family.
 - j) Serve all Children referred to the Contractor from within all counties in the Contractor's contracted Service Area and from within all counties outside of the contracted Service Area that are within two (2) contiguous Iowa counties of the Contractor's FGCS facility's physical location. The Contractor shall serve any Child referred to the Contractor from anywhere in the State in case of special or emergency circumstances as determined by the Agency.

1.3.4.2.2 Delivery of FGCS

FGCS are intended to help a Child with high needs thrive and develop the skills necessary to return home. Through the delivery of FGCS, the Contractor shall meet the needs of the Child in Out-of-Home Placement and promote safety, Permanency, and well-being. The Contractor shall:

- a) Utilize a service delivery approach that conforms to the Guiding Principles, the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, Juvenile Court Services' Model of Practice (as applicable), the Federal Child and Family Services Review, and the Family Team Decision Making and Youth Transition Decision Making Meeting models.
- b) Provide the following minimum service elements for each Child in FGCS:
 - i. Implement each Child's Service Plan;
 - ii. Monitor and record each Child's behavior daily;
 - iii. Supervise the daily living activities of each Child, including knowing their whereabouts at all times, and provide oversight and maintenance of their general health and well-being;
 - iv. Schedule in-person conferences as needed;
 - v. Ensure a supportive atmosphere and provide leadership and guidance to each Child;
 - vi. Coordinate and participate in internal and external activities of each Child; and,
 - vii. Maintain ongoing communication with the Referring Worker.
- c) Within one (1) hour accept all referrals that are made when there is a vacancy in the program and make arrangements with the Referral Worker to have the Child placed within 48 hours. Contractors shall accept referrals and provide contracted services on a No Reject, No Eject basis. At no time shall the total number of Placements exceed the

- number specified in a Contractor's license.
- d) Provide an array of services and supports to meet the needs, objectives, services, and outcomes described in the Agency's Case Permanency Plan/Juvenile Court Services Plan.
 - e) Provide supervision, planning for daily activities, discipline, guidance, development of peer relationships, and delivery of recreational programs. Community resources in both the location of the Contractor (i.e., where the Child may be placed) and the location of a Child's Family may be used for education, recreation, medical, social, and/or rehabilitation services. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the Child.
 - f) Administer the FGCS program following the Reasonable and Prudent Parent Standards.
 - g) Use service approaches that are culturally and linguistically competent. Each Child engaged in care shall be provided services that address any special language needs, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural, and linguistic strengths. This shall be measured utilizing the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment D).
 - h) Provide programs that ensure Children reside with persons within their own age group and with common treatment needs. The behavioral, psychological, emotional, and developmental levels of Children shall be considered in the determination of appropriate groupings.
 - i) Facilitate the participation of the Child in other necessary programs and services to ensure the Child's overall needs are met. Such programs or services include but are not limited to the following:
 - i. Various medical services;
 - ii. Outpatient mental health or substance abuse treatment;
 - iii. Behavioral Health Intervention Services;
 - iv. Educational or vocational services; and,
 - v. Other community-based services.
 - j) As appropriate to the Children the Contractor services, provide individualized care that is responsive to the needs of specific and outlier populations, such as sex offenders, Children adjudicated for Delinquent acts, Children with Special Needs, etc.
 - k) Utilize the Agency's Treatment Outcome Package (TOP) to assess the well-being of each Child and ensure the results are loaded into the tool's online portal. The assessment shall be completed by the Contractor within seven (7) days of receipt of the invitation email to complete the TOP. Contractor staff shall participate in any required training to learn about the administration of the TOP.
 - l) Design programs with varying levels of structure that can be applied as a Child's need for supervision decreases (demonstrated, for example, by a Child's increased level of responsibility and self-management). The programming design as well as the setting, to the extent feasible, shall change as a result, focusing on the Child acquiring and building life skills that allow the Child better access to the community.

1.3.4.2.3 Service Documentation and Individual Service Plan/Quarterly Progress Report/Discharge Summary

Contractors shall maintain a system of individual service documentation and files/records on each Child referred and maintain these notes and files/records in an organized and confidential fashion for a minimum of seven (7) years beyond the end of the contract. The Contractor shall:

- a) Develop an individualized Service Plan that is based on each Child's unique needs and contains goals and objectives with projected dates of accomplishment. Specifically, the Contractor shall:
 - i. Develop a Service Plan using the format and instructions provided by the Agency.

- ii. Complete a Service Planning Conference for each Child within five (5) Business Days of the Child's admission and utilize the information gathered at this conference to develop the individualized Service Plan.
 - iii. Make certain the Caseworker is an active participant in the development and directing of the Service Plan.
 - iv. Develop the Service Plan with input from the Child, the Referring Worker, and Child's Family, unless a reason for noninvolvement is documented in the case record.
 - v. Include in the Service Plan information from other plans that affect the Child's care including, but not limited to, other child welfare services, Juvenile justice involvement, or Behavioral Health and Intervention Services (BHIS).
 - vi. Submit the completed Service Plan to the Referring Worker using the format and instructions provided by the Agency.
 - vii. Provide and review a copy of the completed Service Plan to the Child's parents or guardians using the format and instructions provided by the Agency.
- b) Complete the first Service Plan update and quarterly progress report using the format and instructions provided by the Agency. Updates shall be completed upon receipt of a new Case Permanency Plan/Juvenile Court Services Plan and as needed to address the changing needs of the Child.
 - c) Provide a quarterly progress reports to the Referring Worker using the format and instructions provided by Agency.
 - d) Complete a discharge summary using the format and instructions provided by the Agency.
 - e) Make sure supporting documentation for service provision and service billing pursuant to 441 Iowa Admin. Code ch. §114.10(4), 441 Iowa Admin. Code ch. §152.2(4)(a)(3,4,5), and 441 Iowa Admin. Code ch. §114.11(237) supports the provision of child welfare services and Group Care Maintenance. Service documentation shall be detailed, describe service provided, and clearly connect to the Service Plan goals and objectives.

1.3.4.3 One Caseworker Model

The Contractor shall provide one Caseworker for each Child and the Child's Family while the Child is in FGCS. This person shall be the day-to-day liaison for the Child and the Child's Family to seek answers to questions and express concerns. The Caseworker assigned to each Child and Child's Family shall be the chief point of contact for the Referring Worker. Other individuals delivering services will interact with the Child and Family, however the Contractor shall ensure these services are coordinated through the Child's Caseworker. Any major information, ranging from transfer of service to Clinical results, shall be communicated to the Child and Family through the Caseworker. If the Child leaves FGCS, transfers to another service or Service Area, or Transitions back to the community, the Caseworker is responsible to help ensure a smooth Transition to the Child's next Caseworker or caregiver. The Caseworker shall be assigned to the Child before and be present at the Child's Service Planning Conference. The name and contact information for this individual shall be documented in the Child's Service Plan and provided to the Referring Worker.

1.3.4.4 Individual Child Development and Life Skills

The Contractor shall provide services to facilitate Child development and life skills learning in a nurturing environment. This process begins with accurate and timely assessment of the Child upon entry to FGCS. Child development and life skills are crucial components of a Child's ability to return to the community or the Child's Family, and these shall be a point of emphasis in the Contractor's delivery of services. In providing Child development and life skills services, the Contractor shall:

- a) Utilize the Agency approved formal Casey Life Skills Assessment with every Child to determine Child needs and basis for treatment approach and to measure a Child's strengths and

needs regarding development of life skills necessary for successful Reintegration or Transition to Self-Sufficiency. The Contractor shall utilize the Casey Life Skills Assessment within thirty (30) days of a Child's placement if a Casey Life Skills Assessment has not been completed within the previous sixty (60) days.

- b) The Contractor shall reassess the Child using the Casey Life Skills Assessment within thirty (30) days of the Child's 14th, 16th, and 18th birthdays and prior to discharge or hand-off to another Contractor. The results of the Casey Life Skills Assessment shall be logged uniformly, as specified by the Agency, and shall be sent to the Child's Referring Worker. The results of the Casey Life Skills Assessment shall be provided to the Child. The Contractor shall follow any instructions in the data entry portal related to the completion of the Casey Life Skills Assessment.
- c) Develop a Child-driven, targeted, and effective life skills component of the Service Plan to help each Child develop skills identified through the assessment.
- d) Provide the Child opportunities to identify other skills, plans, and community connections not captured on Casey Life Skills Assessment.
- e) Engage each Child, Family members of the Child, or the Child's Positive Support System to assist in developing goals and action steps for acquiring and building upon life skills based on formal and informal assessment results.
- f) Make certain the Child's Caseworker is facilitating the completion of assessments and Child development and life skills plans, working with the Referring Worker, and facilitating outside adults who are connected to the Child and their development throughout FGCS.
- g) Utilize a Life Skills Training curriculum, per the guidance provided by the Agency, for each Child served. The Agency shall reserve the right to approve the curriculum provided by the Contractor.
- h) Create an individualized, targeted, and specific plan to address high risk areas for Children adjudicated for having committed a Delinquent act including the specific services to be provided and the length and intensity of the services needed to effectively address those risk areas.

1.3.4.5 Family and Community Connections

The Contractor shall assist the Child in developing and maintaining relationships with the Child's Family and Positive Support System. Throughout the provision of FGCS, the Contractor shall actively ensure that the Child stays connected to the Child's kin, culture, and community. A lack of interaction with a Child's Family or Positive Support System can increase the trauma that can result from a Child's Out-of-Home Placement and make a Child's Reintegration or Transition more difficult. The Contractor shall facilitate the Child's interactions with Family and the Child's Positive Support System as these connections are crucial to the Child's well-being and to the Child returning to the community. Contractors shall report on Child and Family connections, and failing to meet the standards set forth in this section for Family connections may result in a Performance Improvement Plan. The Contractor shall:

- a) Follow the Standards of Family Interaction (see Attachment E) when a Child has a Family Interaction Plan and coordinate the Child's Family Interaction Plan with the Service Plan.
- b) Facilitate meaningful contact between the Child and parents daily (via phone, Internet video, or comparable means).
- c) Facilitate a minimum of weekly face-to-face contact between the Child and the Child's parents or other individuals in the Child's Positive Support System unless limited by JCS, Court order, or the Agency. If a Child's parents live more than fifty (50) miles from the Child's Placement, video conferencing may be used as a substitute for two (2) of the approximate four (4) monthly face-to-face visits.
- d) Facilitate monthly face-to-face contact and interactions with a Child's siblings unless limited by JCS, Court order, or the Agency.

- i. If siblings live more than fifty (50) miles from the Child's Placement, video conferencing may be substituted for face-to-face visits. However, the Child's Service Plan must articulate how the Contractor will strive to facilitate face-to-face visits.
 - ii. If a Child's sibling(s) is also in a child welfare Placement, the Contractor shall work with the sibling's Placement Contractor to facilitate monthly visits, or if the sibling's Placement location is more than fifty (50) miles away, the Contractor shall facilitate monthly video conferencing.
- e) Include a Family and community connections section in the Service Plan.
- f) Participate in planning conferences when invited and when a Child is known to be moving to a FGCS Placement from another location, such as home or other child welfare Placement.
- g) Assist the Child with Family Finding Efforts.
- h) Teach each Child skills for living within a Family structure and work with the Child and the Child's Family to prepare for the Child to return home upon discharge from FGCS.
- i) Participate in Family Team Decision Making Meetings when invited.

1.3.4.6 Crisis Intervention and Stabilization

The Contractor shall have a global Crisis Intervention and Stabilization Plan and an individualized plan for Crisis Intervention and Stabilization incorporated into each Child's Service Plan. In accordance with serving Children on the No Reject, No Eject basis, the Contractor shall serve any Child the Agency or JCS refers to the Contractor from within all counties in the Contractor's contracted Service Area and from within all counties outside of the contracted Service Area that are within two (2) contiguous Iowa counties of the Contractor's FGCS facility's physical location. The Contractor shall serve any Child referred to the Contractor from anywhere in the State in case of special or emergency circumstances as determined by the Agency. The Contractor shall:

- a) Follow the Agency's procedure to submit notification of all Critical Incidents to the Agency.
- b) Notify the Child's parent(s) or guardian and Referral Worker immediately of any serious illness, incident involving serious bodily injury, or circumstances causing removal of the Child from the facility. In the event of the death of a Child, a Contractor shall immediately notify the Child's parent(s) or guardian, the Referral Worker, the appropriate state authority, and the physician (if applicable).
- c) Develop, implement, and follow a Contractor-specific Crisis Intervention and Stabilization Plan to identify and respond to Critical Incidents, mitigate trauma, and address staff training that shall develop staff competencies to implement this plan. The Contractor shall:
 - i. Train staff in Trauma-Informed Care, behavior management, and de-escalation techniques as a means to reduce and address situations that may lead to Critical Incidents;
 - ii. Cultivate a culture that includes de-escalation training, expectations, procedures, and policies that are appropriate for the needs of Child placed in shelter; and,
 - iii. Submit this plan to the Service Contract Specialist and the Agency's program manager by July 31st annually and amend the plan as requested by the Agency.
- d) Include Child-specific Crisis Intervention and Stabilization planning as a component of each Child's Service Plan. The crisis components of the Service Plan shall:
 - i. Be individualized to the Child's unique needs and reflect the elements of the Agency-approved Contractor Crisis Intervention and Stabilization Plan; and,
 - ii. Consider appropriate staffing patterns and competencies, Child trauma, treatment needs, and other elements needed to appropriately de-escalate and manage a Child's behavior.

1.3.4.7 Reintegration Planning

From the time of admission to FGCS, the Contractor shall plan for the Child's return to home or another level of care. The plan shall outline what needs to happen while in care versus what must occur and be provided when back in the community. The plan shall address stabilizing behavior and community based

services. FGCS are not intended to be long-term solutions, and the Contractor shall plan and implement services with the end goal of discharge from services. The Contractor shall:

- a) Include Reintegration Planning as a component of the Child's Service Plan at the time of the Child's Service Planning Conference.
- b) Address individual Child needs and methods to ensure successful Transition home or to a lower level of care in the Reintegration Planning section of the Service Plan.
- c) Plan for direct Clinical and/or other support staff to be in place prior to the Child's exit from the program so as to provide continuity of Clinical and support services as a Child exits a facility.
- d) Provide the Child and Child's family with transportation while in care, including resources like vehicles, gas cards, and other relevant resources, to facilitate Family visits and treatment services. The Contractor shall ensure that transportation is not a barrier that prevents a Child from Family engagement.
- e) If a Child is eligible, use Youth Transition Decision-Making Meetings prior to the Child leaving the facility.
- f) Conduct face-to-face contact and interactions for at least one month post-discharge to ensure the Child is effectively reintegrating with their Family or other Family-Like Setting.

1.3.4.8 Education

Education is a key component leading to a Child's future successes. The Contractor shall arrange and ensure that each school-aged Child attends an educational or vocational program in accordance with all applicable State, federal, and local laws. In accordance with the Agency's goal of maintaining community connections and following federal guidance, a Child's educational needs are best met in the Child's school of origin. If the Child is not remaining in their school of origin, the Contractor shall help the Child continue with the curriculum and progress of their school of origin so the Transition between school systems is as smooth as possible. The Contractor shall:

- a) Provide an Education Specialist who shall coordinate education needs and services with a Child's Referral Worker, the Child's Caseworker, and the Service Plan while a Child is in care. This shall include, but need not be limited to:
 - i. Handling and transferring of educational records to which the Contractor has access;
 - ii. Addressing special education recommendations, including a Child's Individualized Education Program (IEP) as needed;
 - iii. Providing school supplies;
 - iv. Collaborating with the Referral Worker to keep a Child in their school of origin unless not in the best interest of the Child; and,
 - v. Arranging relevant academic testing needed for services.
- b) Collaborate with the Referral Worker and local school district education personnel to coordinate transportation for the Child to attend the education setting, as determined in collaboration with the Referral Worker and school district personnel, to be the most appropriate education setting for the Child. The following considerations shall apply:
 - i. The Child shall attend a community school unless it is determined by the Referral Worker the Child should not do so.
 - ii. The Child shall attend the Child's school of origin or other school identified in the Case Permanency Plan or Juvenile Court Services Plan (if applicable) unless is more than 45 minutes from facility where the Child is residing.
 - iii. The Contractor shall make reasonable effort to provide interim or short term transportation as transportation arrangements are being made.
 - iv. The Contractor shall document, in the Child's Service Plan, the decision reached with the Referring Worker and local school districts regarding the school the Child will be attending, the reasons for that decision, and a general description of the transportation arrangement for the Child to attend school.
- c) Monitor and address educational progress and needs.

- d) Provide access to supplemental educational support such as tutoring and school-based conferences as needed.
- e) Explore alternatives to learning such as online courses and other options that might be available. The Contractor may use on-line curriculums and reporting to ensure school progress.

1.3.4.9 Physical Health

Children may or may not have received needed health and medical services prior to entry into FGCS. In order to follow the Agency's goal of providing for a Child's well-being, the Contractor shall ensure the Child's receives necessary medical services. The Contractor shall:

- a) Arrange for Children to receive necessary medical and dental care.
- b) Include appropriate and sufficient services and supports in the Child's Service Plan to meet the individual needs of a Child, improve the Child's well-being, and achieve desired outcomes.
- c) At intake gather standard health information, including the Child's last physical exam, primary care physician information, current medications, allergies, and vision and dental information.
- d) At intake schedule the following exams for each Child (Note: If the Contractor is having difficulty attaining required authorizations from a Child's Family for medical, dental, or vision care, the Contractor shall contact the Referring Worker immediately.):
 - i. A medical exam scheduled within one week if a Child's last appointment was more than one year ago or if the date of the last appointment cannot be determined;
 - ii. A dental appointment scheduled within two (2) weeks if a Child's last appointment was more than six months ago or the date of the last appointment cannot be determined; and,
 - iii. A vision exam scheduled within the first month if a vision exam is not completed with the physical exam.
- e) Forward copies of all physical, dental, and vision exam results to the Referring Worker immediately upon the Contractor's receipt of the results.
- f) Arrange for 24-hour emergency medical and dental health care.
- g) Coordinate appropriate medical care appointments, treatment needs, and medication management for each Child.
- h) Communicate emerging and relevant medical issues to the Referring Worker.
- i) Coordinate (or develop and provide) sexual health services that cover safe sex practices, pregnancy prevention, health-related issues, peer pressure, sexually-transmitted diseases, and healthy relationships.

1.3.4.10 Mental and Behavioral Health and Clinical Supports

Addressing Children's mental and behavioral health needs is a key component of meeting safety and well-being goals. If a Child has been receiving mental and behavioral health services prior to FGCS admission, it is important to ensure continuity of care. Additionally, mental and behavioral health services may need to continue during Reintegration or Transition. The Contractor shall:

- a) Develop a working relationship with or employ a Clinically-trained Staff person to direct the mental and behavioral health components of the Child's Service Plan and work directly with each Child, the Child's Family, and the community.
- b) Coordinate or provide mental, behavioral, and Clinical supports and arrange for required mental and behavioral health appointments, coordinating any necessary consent with the Referring Worker.
- c) Assess and communicate concerns pertaining to mental and behavioral health to the Referring Worker.
- d) Provide relevant medical history to mental and behavioral health providers and ensure new information is shared with the Caseworker and maintained in the Contractor's file for the Child. New information shall also be shared with the Referring Worker.
- e) Follow any treatment instructions developed by the Child's mental and/or behavioral health providers.

- f) Educate Children and parents and/or guardians about any mental or behavioral health treatment instructions developed by the Child's providers including how the Child will be monitored and how medication will be managed.
- g) Be aware of mental health needs and ensure mental health assessments are properly referred to an appropriate practitioner, if needed. This includes gathering information at intake as it relates to medication type and dosage.
- h) Coordinate treatment with a Child's Integrated Health Home.
- i) Coordinate at intake with the Referring Worker regarding the need for substance abuse evaluation and coordinate with a substance abuse professional and the Family.
- j) Assure mental health and/or substance abuse evaluations are completed as needed.
- k) If behaviors emerge indicating a need for substance abuse evaluation, coordinate with a substance abuse professional.
- l) Actively engage in medication management, beyond simply ensuring proper administration of medications. Activities shall include, but not be limited to:
 - i. Developing an awareness of effects of medications given to a Child; and
 - ii. Identifying and reporting of side effects.
- m) Incorporate mental and behavioral health needs into a Child's Reintegration Planning and prior to discharge collaborate with the Child's Referral Worker to arrange for a Child to continue to receive mental and behavioral health services in the community.

1.3.4.11 Training

The Contractor shall provide all staff with appropriate and comprehensive training to deliver the services for which the individual is responsible and in a manner that teaches staff to promote the safety, Permanency, and well-being for each Child. The Contractor shall:

- a) Develop a training plan and submit to the Agency for review and approval within 30 days after the Contract start date.
- b) Incorporate any changes to the training plan requested by the Agency and submit a final training plan to the Agency within 30 days of the Agency's completed review.
- c) Execute, adhere to, and provide training set forth in the Agency-approved training plan.
- d) Receive prior approval from the Agency for any changes to the training plan.
- e) Provide the training described in the training plan for all Contractor or subcontractor staff.
- f) Provide information in the training and training plan regarding Children and Family's identified needs, including but not limited to:
 - i. The Guiding Principles, Family-Centered Model of Practice, JCS's Model of Practice, and Child Welfare Model of Practice;
 - ii. Crisis Interventions and Stabilizations including Trauma-Informed Care, de-escalation techniques, and policies and procedures regarding Critical Incidents;
 - iii. Mandt or comparable training for appropriate physical restraints to ensure safety;
 - iv. Mental and Behavioral Health support, as appropriate to the staff person's role;
 - v. Culturally and Linguistically Appropriate Service Standards (CLASS);
 - vi. Domestic Violence prevention and support;
 - vii. Human trafficking identification, intervention, and prevention; and
 - viii. Transition Planning, including the Life Skills Assessment tool.

1.3.4.12 Contractor 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 FGCS. Reports and data shall not only include directly quantifiable data, but will also include active, meaningful reporting regarding the quality of services provided to Children receiving FGCS. Reports shall also continually and proactively inform and improve FGCS delivery. At all times, reports and data shall be used to ensure FGCS are following the Guiding

Principles, the JCS's Model of Practice, the Family-Centered Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the provision of service.

Reports shall be provided electronically to the Service Contract Specialist and the Contract Manager. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency.

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. The Agency will provide FGCS Contractors standardized report templates prior to the implementation of Contracts.

1.3.4.12.1 Critical Incident Reporting

The Contractor shall utilize the Agency's online reporting system to report all Critical Incidents within twenty-four (24) hours of occurrence. This does not replace the need for immediate notification of Critical Incidents to the Referral Worker by the Contractor.

1.3.4.12.2 CareMatch

The Contractor shall utilize the CareMatch system and make all entries as required to provide daily census information to the Agency. The Contractor shall:

- a) Follow all CareMatch system instructions including the timeframes contained therein for submitting required information.
- b) Use the CareMatch system as determined by the Agency to capture in real time a roster of Children in care, by name, date of birth, and other data required in the CareMatch system.

1.3.4.12.3 Quarterly Meetings

The Contractor shall participate in Quarterly Meetings at the Agency's request and held at Agency determined times. These meetings shall focus on, but not be limited to the Contractor's qualitative delivery of FGCS; a discussion of services, trends, collective outcomes, challenges, and successes; and milestones and Deliverables during that quarter. These meetings may also include issues and examples discussed by Service Area leadership teams and in local quality improvement meetings.

1.3.4.12.4 Annual Agency Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's 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, JCS's 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 Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles in the provision all FGCS services.
- b) Successes and challenges the Contractor has faced relating to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Proactive strategies and improvements the Contractor has taken relating to the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- d) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.12.5 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 FGCS. 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 FGCS.
- b) Efforts and strategies used to improve the overall provision of FGCS.
- 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 FGCS in the coming years.
- g) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.12.6 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;
- e) Salaries and benefits; and
- f) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.13 Financial Management

The Contractor shall adhere to the following guidelines regarding their financial responsibilities as a provider:

- a) Maintain accurate, current, and complete records of financial activity that sufficiently and properly document and calculate all charges billed to the Agency.
- b) Not charge the Agency more than the Contractor receives for the same services provided to non-Agency entities.
- c) Not exceed 15% of the total contract amount for each service for spending on Administrative Costs, for both the Contractor and all their subcontractors.
- d) 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.
- e) Complete and submit a Uniform Combined Cost Report to the Service Contract Specialist within ninety (90) days after the end of the Contractor's fiscal year. The Contractor shall conduct and submit a quarterly time study as part of the Uniform Combined Cost Report. Congregate care providers must complete the time studies on one school day and one non-school day each quarter of the fiscal year. Non-congregate care providers can opt to complete the time studies on two (2) weekdays each quarter of the fiscal year.

1.3.4.14 Staffing

The Contractor shall meet all staff qualifications as defined in Iowa Administrative Code chapter 114. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

- a) Employ staff that have a strong desire to participate in the program, support, encourage and help Children, and meet Agency goals.
- b) Train staff in, and reinforce at all times, the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Take all steps necessary to ensure implementation of the One Caseworker Model.

- d) Ensure each staff member serving the Caseworker role shall serve no more than fifteen (15) Children at one time and shall have limited other duties.
- e) Have staff fully dedicated to the contract, including full time supervisors, Caseworkers, and other staff as needed.
- f) Implement policies to encourage staff retention.
- g) Train staff to develop Cultural Competency skills.
- h) Provide Clinical supervisory support.

1.3.4.14.1 Program Director

The Contractor shall maintain a Program Director dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

1.3.4.14.2 Supervisors

The Contractor shall employ Supervisors who oversee the work of Caseworkers as well as coordinate FGCS activities. The Casework Supervisor shall have either a master's degree in social work with one (1) year of supervised experience after the master's degree or a master's degree in psychology or counseling with two (2) years of experience beyond the master's degree, one of which was under supervision. The experience shall be in the area of child welfare services.

1.3.4.14.3 Caseworkers

The Contractor shall employ Caseworkers to become the one Caseworker for Children and their families, acting as the single point of contact for FGCS services for their assigned Children.

- a) Per 441 Iowa Admin Code §114.8(1), Caseworkers shall have a bachelor of arts or bachelor of science in social work, psychology, or a related behavioral science plus two (2) years of supervised experience; or a bachelor's degree in social work with one year of supervised experience; or six (6) years of supervised child welfare experiences in residential care or a combination of advanced education in the behavioral sciences and experience equal to six (6) years.
- b) Caseworkers shall serve no more than fifteen (15) Children at one time and shall have limited other duties.

1.3.4.14.4 Education Specialist

When a Child is in FGCS shelter care, the Contractor shall provide a staff person, who may also be employed as a Caseworker or Supervisor, to act as an Education Specialist responsible for coordinating educational needs with a Child's Caseworker, Area Education Agencies, and Local Education Agencies to support education activities including but not limited to:

- a) School records;
- b) Special education and other education or school behavior plans, including Individualized Education Programs (IEPs), as applicable;
- c) Transportation to and from school;
- d) Acquisition of school supplies for Children;
- e) Retention in Children's school of origin unless not in best interest of a Child;
- f) Arrangement of relevant academic testing;
- g) College and career planning;
- h) Completion of high school diploma or High-School Equivalency; and
- i) Completion of transcripts and needed core classes.

1.3.5 Performance Measures

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. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving FGCS services and outcomes.

The performance measures and targets included are the performance expectations and shall be measured and earned by Contract. Up to an additional 10% of the Contractor's total invoiced amount for a given measurement quarter may be earned as a performance incentive payment for meeting or exceeding performance measures in this Contract.

Contractors shall submit Invoices for performance incentive payments after review and approval by the Agency Service Contract Specialist.

Determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may re-evaluate performance measures at the end of the initial two-year contract period.

The following performance measures determine eligibility for performance incentive payments. Note that the Gold and Silver Standards are mutually exclusive and both Gold and Silver Standards cannot be earned for the same performance measure during the same measurement period. Performance measures shall be measured and earned by Contract

1.3.5.1 Performance Measure 1 – Length of Stay

In alignment with the Agency's Permanency goals, the Contractor shall be supporting a Child to develop the skills necessary to return home or a lower level of care. Accordingly, discharge from FGCS will be monitored, and Contractor may earn additional payment based upon discharge metrics.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 95% of Children entering FGCS in the measurement quarter will be discharged within 180 days of entering FGCS.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 90% but less than 95% of Children entering FGCS in the measurement quarter will be discharged within 180 days of entering FGCS.

1.3.5.2 Performance Measure 2 – Return to Group Care for CINA Youth

In alignment with the Agency's Permanency goals, the Contractor shall work to help a Child return home or to a lower level of care. The best outcomes for most Children will include a future where they do not return to FGCS after discharge. Accordingly, discharge from and return to FGCS will be monitored, and the Contractor may earn additional payment based on low levels of return to FGCS among CINA Youth. The Agency will be responsible for determining who is re-admitted to FGCS.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 93% of CINA Children discharged from FGCS in the measurement quarter will not return to FGCS within one (1) year.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 90% but less than 93% of CINA Children discharged from FGCS in the measurement quarter will not return to FGCS within one (1) year.

1.3.5.3 Performance Measure 3 – Recidivism of Children Adjudicated for Delinquent Acts

The best outcomes for Children adjudicated for having committed a Delinquent act will include a future where they are not charged with a crime after discharge from FGCS. Accordingly, discharge from FGCS and criminal activity will be monitored, and the Contractor may earn additional payment based on low levels of Recidivism amongst former FGCS Children adjudicated as Delinquent.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 75% of Children adjudicated for having committed a Delinquent act who are discharged from FGCS in the measurement quarter will not be charged with a simple misdemeanor or higher charge within one (1) year of discharge.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 60% but less than 75% of Children adjudicated for having committed a Delinquent act who are discharged from FGCS in the measurement quarter will not be charged with a simple misdemeanor or higher charge within one (1) year of discharge.

1.3.5.4 Performance Measure 4 – Discharge to a Family-Like Setting

In alignment with the Agency's Permanency goals and Family-Centered Model of Practice, the Contractor shall help a Child develop the skills necessary to return to Family or a Family-Like Setting. Accordingly, discharge from FGCS will be monitored, and Contractor may earn additional payment based upon discharge metrics.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 75% of Children discharged from FGCS in the measurement quarter will be discharged to Family or a Family-Like Setting.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 70% but less than 75% of Children discharged from FGCS in the measurement quarter will be discharged to Family or a Family-Like Setting.

1.3.6 General Requirements

1.3.6.1 Joint Quality Improvement Activities

The Agency's Program Manager or designee and/or Service Contract Specialist, and the Contractor's Program Director 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.

1.3.6.1.1 Local Quality Improvement Meetings with 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, 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, JCS's Model of Practice, Family-Centered Model of Practice, and objectives moving forward are being followed and met. Assess how the One Caseworker Model is being utilized and providing the best possible service to Children and Families.

- c) Review common, collective feedback from Caseworkers regarding the successes, needs, and challenges of Children in CISR programs.
- 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.

1.3.6.1.2 Local Quality Improvement Meetings with Service Area Leadership Teams

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 field level issues in a timely manner. During each quarter of the fiscal year, the group may engage in a more in-depth review.

1.3.6.1.3 Statewide Meetings

The Contractor shall attend the annual child welfare services Contractor meeting. The Contractor shall attend other meetings as needed or requested by the Agency.

1.3.6.1.4 Quality Assurance and Improvement Reporting

The Agency will conduct onsite 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.

- a) Quality Assurance reviews by the Service Contract Specialist will occur periodically throughout the Contract period. The first review takes place within the first nine (9) months of the Contract; further reviews will be scheduled as warranted to ensure that the Agency maintains an understanding of the Contractor's Quality Assurance processes.
- b) Subsequent Quality Assurance reviews shall be scheduled at Agency discretion and shall include such things as review of Contractor's adherence to the elements of their bid proposal; review of employee files to ensure that criminal and Child abuse registry checks are completed; review documentation to assure that System for Award Management (SAM) and Office of Inspector General (OIG) checks are completed for employees and subcontractors; and the Contractor's training plan as it applies to the employees' files reviewed.

1.3.6.2 Dispute Resolution Protocol for Service Provision

If a Contractor is directed by an Agency or JCS worker to provide a level of interventions or supports beyond what they believe is required or reasonable, the Contractor shall provide services to the Family at the level directed by the Agency or JCS while the matter is being resolved. The Contractor must communicate the basis of their belief in writing 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 or JCS worker and their supervisor and the Contractor, 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 or JCS worker and their supervisor, the Contractor may refer the situation in writing to the respective Agency Service Area Manager (SAM) or designee or the respective Chief Juvenile Court Officer 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 or the respective Chief Juvenile Court Officer or designee will communicate the Agency's or JCS'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 Program Manager where the dispute is negotiated with the Contractor.

1.3.6.3 Implementation Activities

As of the implementation of this Contract, the Contractor shall:

- a) Have staff fully trained to meet Contract requirements.
- b) Participate in service implementation training with Agency staff as necessary.
- c) Have all relevant infrastructure prepared, licensed, and completed. Including infrastructure necessary for transfer of Children.
- d) Maintain a system to transfer and store all relevant case information.
- e) Collaborate with the Agency to ensure a process for transitioning Children to Contractor facilities as necessary.

1.3.6.4 Performance Improvement Plans

Any time after the first six (6) 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 (6) months and shall contain measurable improvement goals that shall be achieved by the Contractor. The Agency Contract Owner must approve all Performance Improvement Plans.

Once the Performance Improvement Plan has been approved, the Contractor shall be responsible for submitting 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.

1.3.7 Monitoring, Review, and Problem Reporting

1.3.7.1 Agency Monitoring

The Service Contract Specialist 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 Program Manager 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 the Service Area Manager(s), the Program Manager, the Administrator for the Division of Fiscal Management, the Chief of the Bureau of Service Contract Support, and the Chief of ACFS.
- 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.

1.3.7.2 Agency Review Clause

The Service Contract Specialist 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.

1.3.7.3 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.

1.3.7.4 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 Contract Payment Clause.

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

This Contract includes a specified number of Guaranteed Payment Beds determined by the Agency and listed in Attachment A. The Contractor may also have a number of additional Non-Guaranteed Payment Beds enumerated in the Contract for situations in which the Guaranteed Payment Beds are fully occupied, listed in Attachment A. A Non-Guaranteed Bed shall only be used with prior approval from the placing Service Area Manager (SAM) or designee and only until the next Guaranteed Bed vacancy occurs.

Payments for FGCS Guaranteed and Non-Guaranteed Beds are dependent on the type of bed license and will be made based on the contracted rates. The rates will be paid based on the total number of Guaranteed Beds included in the Contract (regardless of use) and on the total number of Non-Guaranteed Beds for days in which they are occupied. The per diem rates for contracted beds are located in Attachment A.

Contractors shall submit monthly Invoices reflecting actual utilization of FGCS beds. The Agency will pay the Contractor on a monthly basis. Monthly payments will be made based only on actual bed day utilization. Note that no payments will be made for the day in which a Child is discharged from the bed.

Payment for the Guaranteed Payment Beds included in the Contract will be reconciled at the end of each quarter. At the end of each quarter, if the total actual bed days utilized is less than the total Guaranteed Bed days for that quarter ($\#$ of Guaranteed Beds \times $\#$ of calendar days in the quarter), the Contractor shall submit an approved, completed Invoice to the Service Contract Specialist for the number of Guaranteed Bed days that were unused during that quarter. The Service Contract Specialist will verify the totals submitted and approve final payment. If the total actual bed days utilized is greater than or equal to the total Guaranteed Bed days for the quarter no additional payment will be made.

Payment will be contingent on the Agency's timely receipt of service reports detailing expenses, services provided, and the number of Children served.

At the end of each performance measurement quarter, the Agency will review the Contractor's reports and documentation. If the Contractor's report documents and the Agency's data show compliance with applicable performance measures as set forth in Section 1.3.5, the Agency will pay the Contractor a performance incentive.

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

1.4.2 Reserved.

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

date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.4.3 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

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

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

1.4.5 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.5 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$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

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

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

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

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

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

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

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

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

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

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

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

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

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

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

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

contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

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

“Special Contract Attachments” means any attachment to this Contract.

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

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

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

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

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

2.4 Compensation.

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

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

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

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract

effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

- 2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- 2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for

any other reason as determined by the Agency in its sole discretion; or

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

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

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

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

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

2.5.5 Limitation of the State's Payment

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

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties.

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.7 Termination for Cause by the Contractor.

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60)

days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.7.1.1 Any breach of this Contract;

2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

2.7.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.

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

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

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

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

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

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

2.8.2 Types and Amounts of Insurance Required.

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

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

2.8.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to

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

2.9 Ownership and Security of Agency Information.

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

2.9.2 Foreign Hosting and Storage Prohibited.

Agency Information shall be hosted and/or stored within the continental United States only.

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

2.9.4 No Use or Disclosure of Confidential Information.

Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or

criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations.

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

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

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

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work,

the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and/or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

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

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

2.10 Intellectual Property.

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

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

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

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

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim

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

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.

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

2.11.2 Contractor represents and warrants that:

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

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

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

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and **2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation 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 OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

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

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

2.13.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

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

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

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

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

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

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees,

agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

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

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

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

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

2.13.32 Delays or Potential Delays of Performance.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract.

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

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

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

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

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or

other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous

when submitted or had become erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

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

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

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds,

including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

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

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

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

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

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

2.14.4 Certification Regarding Drug Free Workplace

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

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

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

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

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

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

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

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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

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

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

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

- 2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or
- 2.14.4.3.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent,

exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

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

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

- 2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or
- 2.14.5.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict or interest; or
- 2.14.5.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: SPECIAL CONTRACT ATTACHMENTS

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

- Attachment A: Payment, Beds, and Coverage Area
- Attachment B: Child Welfare Guiding Principles
- Attachment C: Child Welfare Model of Practice
- Attachment D: Culturally and Linguistically Appropriate Service Standard
- Attachment E: Standards of Family Interaction
- Attachment F: Service Area Map



Guiding Principles For Iowa's Future Child Welfare System

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

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

IOWA DEPARTMENT OF HUMAN SERVICES (DHS) CHILD WELFARE MODEL OF PRACTICE

INTRODUCTION

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

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

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

POPULATION SERVED BY DHS'S CHILD WELFARE SERVICES

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

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

OUTCOMES

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

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

GUIDING PRINCIPLES

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

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

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

MODEL OF PRACTICE RELATED TO FRONTLINE PRACTICE¹

Engagement of families and their support systems is the foundation of DHS child welfare practice. The following standards apply to frontline practice between the social worker and the child and family.

Intake and Assessment

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

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

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

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

Case Planning and Review

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

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

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

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

➤ General

- ◆ When a child is found to be unsafe, immediate safety plans are implemented to address known threats of maltreatment.
- ◆ When a child abuse report is confirmed and threat of maltreatment is identified, services or supports are provided to protect the child in his/her own home, reduce the threat of maltreatment, and improve caregiver protective capacities, unless the threat of maltreatment is so great that removal without placement prevention services and supports is appropriate.
- ◆ Relevant community partners (e.g., domestic violence, substance abuse, mental health, schools, community providers, public health, etc.) are engaged in keeping children safe.
- ◆ Children and families receive individualized services matched to their strengths and needs, and to the safety threats identified in the assessment process.
- ◆ The child's permanency goal matches the child's individual needs for permanency and stability.
- ◆ Services are coordinated and information is shared among those providing services to the child and family. All those working with the family function as a team and work collaboratively to solve problems in a manner consistent with the principles of family-centered practice.

➤ Health

- ◆ The child's physical health needs (e.g., preventive health and dental care, immunizations, treatment for identified health and dental care) are addressed, as needed.
- ◆ The child's mental health needs are addressed, as needed.

➤ Education

- ◆ The child's case plan reflects attention to the child's education.

➤ Social Worker Visits

- ◆ The social worker responsible for case planning and case management has a face-to-face visit with the child at least monthly, or more frequently based on case circumstances, to ensure the child's safety, permanency, and well-being and to achieve case plan goals.
- ◆ The social worker responsible for case planning and case management has a face-to-face visit with the parent at least monthly, or more frequently based on case circumstances, to ensure the child's safety, permanency, and well-being and to achieve case plan goals.
- ◆ Visits with the child and parents focus on the issues pertinent to child safety, permanency, and well-being, the safety and well-being of other children in the home, case planning, service delivery and goal achievement.

Out-of-Home Service Provision

➤ Placement Selection

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

- ◆ Native American children are placed in compliance with placement preference within the Indian Child Welfare Act (ICWA).
- ◆ Temporary or interim placements for children are avoided. Children are placed in settings that could reasonably be expected to become the child's permanent placement if necessary.
- **Family Relationships**
 - ◆ A child's primary connections to neighborhood, community, family, friends, culture and faith are preserved in the foster care placement.
 - ◆ Efforts (including services, visits, family interactions, etc.) are made to promote or maintain a strong emotionally supportive relationship between a child in foster care and the child's parents, unless it is not appropriate to do so based on the child's safety or permanency goal.
- **Health and Education**
 - ◆ Medical information is shared with foster parents prior to or at the time of placement. Foster parents are given copies of the child's health records.
 - ◆ Foster parents are given copies of the child's educational records.
- **Permanency and Stability**
 - ◆ Efforts are made to develop an alliance between the birth family, foster family, resource family, or adoptive family, extended family members, the agency and the child/youth as the vehicle to achieve timely permanence.
 - ◆ The social worker respectfully engages the family and child/youth in a candid discussion about the impact of foster care on children, permanency options, and the possible outcomes of not following through with the case plan.
 - ◆ Services and supports are provided to maintain a child's placement and to reduce the risk of disruption. Placement changes for a child occur only for reasons directly related to helping the child achieve the goals in his or her case plan.
- ◆ When reunification is the permanency goal, efforts are made to return the child safely to his/her home within 12 months of removal
- ◆ Families whose children are reunited receive ongoing supports that enable them to safely sustain their children in their home.
- ◆ Concurrent planning begins when an out-of-home placement is initiated.
- ◆ Reasonable efforts are made to place children who are legally free for adoption with a permanent adoptive family and to finalize the adoption within 24 months of the most recent entry into foster care.
- ◆ A child's permanency goal is "another planned permanent living arrangement" other than adoption, guardianship or return to family only after the other more permanent goals have been considered and appropriately ruled out for this child.
- ◆ Services provided to a child in foster care are consistent with and promote achievement of the stated permanency goal on a timely basis.
- **Transition for Older Youth**
 - ◆ Children age 14 and older have a written plan that includes services and supports to help the youth live safely and function successfully independent of agency services.
- **Standards Related to Cultural Competence**
 - ◆ Services provided to children and families respect their cultural, ethnic, and religious heritage.
- **Standards Related to Transition and Case Closure**
 - ◆ Safety and risk is assessed prior to transitions and case closure.
 - ◆ Cases are closed when the goals related to safety, risk, and permanency have been achieved.
 - ◆ Services and supports are in place to assure the child and family a smooth, timely, and successful transition when changes occur.

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

MODEL OF PRACTICE RELATED TO PROGRAM & ORGANIZATIONAL CAPACITY

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

Agency Management and Leadership

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

Policies and Standards

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

Staff Qualifications, Training and Workload

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

Clinical Supervision and Mentoring

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

Service Array

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

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

Child Welfare Information System

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

Agency Coordination with the Community

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

Quality Assurance

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



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

Mission Statement

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

Child Welfare System Definition

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

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

Guiding Principles

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

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

Governance, Leadership and Workforce

- 2) Advance and sustain organizational governance and leadership that promotes principles and equity through policy, practices and allocated resources.
- 3) Recruit, promote and support a culturally and linguistically diverse governance, leadership and workforce that are responsive to the population in the service area.
- 4) Educate and train governance, leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance

- 5) Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all supports and services.
- 6) Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
- 7) Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
- 8) Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement and Accountability

- 9) Establish culturally and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organizations' planning and operations.
- 10) Conduct ongoing assessments of the organization's guiding principles related activities and integrate related measures into assessment, measurement and continuous quality improvement activities.
- 11) Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of principles on equity and outcomes and to inform service delivery.
- 12) Conduct regular assessments of community assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
- 13) Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
- 14) Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
- 15) Communicate the organization's progress in implementing and sustaining principles to all stakeholders, constituents and the general public.



Family Interaction Standards

The philosophy of family interaction is a fundamental way of thinking about how children who have been removed from the home continue to have meaningful interactions with the people who care about them in the least traumatic way possible. For parents, family interaction is the time to:

- Enhance the parent's ability to adequately and appropriately care for and relate to the child;
- Help the parents develop appropriate parenting behaviors; and
- Identify and resolve problems before the child returns home.

Supporting family interaction involves a certain level of risk. Family interaction is not an event, but a process.

The goals of family interaction:

- Reduce the child's sense of abandonment and loss upon removal;
- Reduce the threats of maltreatment requiring that family interactions be monitored;
- Interactions provide the opportunity for families to:
 - Maintain relationships,
 - Enhance well-being,
 - Provide families with the opportunity to learn, practice, and demonstrate new behaviors and patterns of interaction.
- Maintain meaningful contact consistent with the development or special needs of the child and family that will further progress toward achieving permanency for the child;
- Maintain relationships with siblings, parents, and other individuals;
- Provide opportunity to assess the caregiver and child relationship; and
- Provide opportunity to assess caregiver needs:
 - Parent training
 - Community resources and referral
 - Concrete supports

In order to achieve positive results associated with family interaction, this set of standards and practice guidance was developed in collaboration with the Department of Human Services (DHS) and external stakeholders to ensure that family interaction is to maintain the parent-child relationship and other family attachments and reduce the sense of abandonment which children experience at placement.

Standard 1: Family Interaction is a planned ongoing process that requires thorough preparation to make sure that parent-child and other family involvement is maintained while ensuring the safety needs of the child are addressed.

All children placed out of the home need to have family interaction planning to ensure interactions occur in safe and healthy ways. Family interaction should occur in the least restrictive, most homelike setting that allows for natural interaction and appropriate to meet the child's needs for safety. This means we should strive to use the parent's home when possible, relative's homes, foster homes, and as a last resort, a neutral setting that is as homelike as it can be.

Creativity in defining interactions should be supported. Every opportunity needs to be considered such as doctor visits, school activities, meetings and other functions in which the family would have participated if the children were in the home. Interaction planning with siblings should be considered when applicable. Interaction planning allows the team to assess parental abilities, the parent child bond, and other family relationships. It also allows the opportunity to assess the caregiver's needs regarding community resources and concrete supports.

All members of the family and team will be prepared to participate in family interaction planning by ensuring a concrete explanation of the family interaction goals have been provided to the family. Family interaction needs to address the reasons for placement and the safety concerns that exist. All participants in interaction planning should be aware of:

- The goals of family interaction planning,
- Their possible roles and responsibilities, and
- Involvement in implementing family interactions.

Family interaction is successful when caregivers (i.e., foster parents, resource families, relatives, kinship, suitable others, etc.) are included early in this process to show they are part of the team. It is important that the caregivers have a voice in when and how the caregiver can be an active part of the planning process. Caregivers may need some encouragement and preparation about the importance of their involvement and the importance of family interaction for the family and siblings. The caregivers will know of the daily activities of the child so that the parent can be included in medical, school, and therapy appointments.

Standard 2: Family engagement is the ongoing process of developing and maintaining a mutually beneficial, trust-based relationship that empowers and respects the family and sustains their interest and participation in the change process. Family engagement is essential to ensuring effective family interaction planning.

Diligent effort is made to join with the family and the family's natural supports throughout the case to ensure that needs are met and child safety and well-being are assured. Successful and productive relationships with families are earned over time through repeated, positive contacts that develop trust.

Family members are encouraged to define what "family" means to them and who "family" is. Attempts are made to engage all identified family members in services including attendance at the family team meeting and support of family interactions. Family interactions are most "natural" when interactions are supported by those with a relationship with the child, such as other family members versus professionals. We know that the wider the circle of "family" the more likely the family will remain engaged with one another beyond case closure. Family supports can be relied on to assist with all aspects of services including attendance at meetings, role modeling, transportation, observing interactions, etc.

The parents, custodial and noncustodial, children and youth, and other key family supports voices will be heard during family interaction planning. Each person's input is valued and needed to ensure quality interactions that meet the unique needs of each family. It is strongly recommended that interactions should be planned with careful consideration to developmental guidelines and the attainment of optimal family engagement.

Standard 3: Family Interaction planning and implementation ensures that children and youth maintain relationships with parents, kin, and other supports.

The primary purpose of family interaction is to maintain the parent-child relationship and other family attachments and to reduce the sense of abandonment which children experience at placement.

Removal is a traumatic event for a child. Children who have been removed from the home need to continue to have meaningful interactions with the people who care about them in the least traumatic way possible. It is critical to a child's emotional and mental health that the child's connections to family, community, kin, and friends be preserved to the greatest extent possible as the family works towards permanency. A child's connections should be identified and efforts made to ensure the child has access to them as soon as possible.

In cases where parents are incarcerated, efforts should be made to facilitate interactions as appropriate and allowable through the facility. Interaction planning will include not only interaction with primary caregivers, but the child's other connections. Creative planning should not only support face-to-face time but also other methods, such as calls, letters, texting, emails, and other electronic methods of communication. Families will be encouraged to explore other ways to connect and interact with one another.

Ongoing training and support, and clear identification of participant's roles and responsibilities are critical to the success of family interaction. All participants involved in family interaction planning need to have a clear understanding of the importance of connection not only from the perspective of the child's emotional and mental health, but also from the standpoint of effectively working towards permanency. This shared vision is as important as the logistics of interaction planning.

Standard 4: Family Interaction is incorporated throughout the *Life of the Case (LOC)*.

Family interaction is an effective strategy used to meet behavioral outcomes that must be achieved to reach permanency. Successful family interaction planning requires that a family select, own, and support the desired outcomes of adequate family functioning and well-being leading to permanency. Setting clear and measurable outcomes allows all those involved in planning to understand and agree about what it will take to achieve permanency from the beginning of the case. Progress toward these goals and benchmarks should be reviewed ongoing with the family, preferably during a family team meeting. This provides critical opportunities for the team to assess movement toward permanency and adapt family interaction planning accordingly.

The focus should be not on process and compliance but rather on the safety concerns identified at the time of removal. The elements to explore in assessing safety include three basic constructs: threats of maltreatment, child vulnerability, and caretaker's protective capacities.

- **Threats of maltreatment** mean the aggravating factors that combine to produce a potentially dangerous situation.
 - Situation (unsafe home, criminal activity)
 - Behavior (impulsive actions, assaults)
 - Emotion (immobilizing depression)
 - Motive (intention to hurt the child)
 - Perception (viewing child as a devil)
 - Capacity (physical disability)
- **Child vulnerability** means the degree that a child cannot on the child's own avoid, negate or minimize the impact of present or impending danger.
 - **Present danger** means immediate, significant, and clearly observed maltreatment which is occurring to a child in the present or there is an immediate threat of maltreatment requiring immediate action to protect the child.
 - **Impending danger** means a foreseeable state of danger in which family behaviors, attitudes, motives, emotions, or the child's physical environment poses a threat of maltreatment.
- **Protective capacities** mean family strengths or resources that reduce, control, or prevent threats of maltreatment.

Family interaction needs to be reviewed, at a minimum, when:

- There are changes in behavioral patterns demonstrated by the parents or children.
- Protective provisions that may be a safety concern change or arise.
- There is a change in family supports.
- There is a change in legal issues or court requirements (change in custody or guardianship) that may impact family interaction planning.
- Agreed upon behavioral changes are or are not accomplished.

Standard 5: Cultural dynamics of the child and family are identified and accommodated through adjustments in strategies, services, and supports for the family in the family interaction process.

Cultural competence 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.

Successful cultural competence includes:

- A basic understanding of the values and beliefs within the culture coupled with eliciting information from the child and family about traditions, cultural beliefs, behaviors, and functioning;
- Demonstration of values and attitudes that promote mutual respect;
- Communication styles that reflect sensitivity and competence to the values and beliefs of others;
- Accommodations in the physical environment including settings, materials, and resources that are culturally and linguistically responsive;
- Acknowledgement of the role of race, ethnicity, economic status, spirituality, and culture play in families lives; and
- Demonstration of a genuine interest in the family's culture and an understanding of how that culture has been historically treated by the dominant culture.

Involving the family in interaction planning will ensure the family's culture and rituals are respected. The family's cultural dynamics will be taken into consideration during family interaction planning. There will be a basic understanding of the family's values and beliefs, religious practices, communication, and any necessary accommodations to family interaction planning. For example, tribal holidays and events will be recognized and planned for accordingly.

Individuals who may be supervising family interactions should possess a level of competence and understanding of the culture in which the family has gained its understanding of child rearing practices. Families who speak languages other than English may require cultural accommodations such as through the use of interpreters or someone supervising who speaks the language to ensure clear communication during family interactions.

Accommodations should be made to meet the special needs of the child or family during family interaction planning. Examples of such circumstances include cases where the family does not speak English or is not part of the majority culture. Individuals may be needed to provide support to a child or to help manage behaviors during an interaction. When special circumstances exist, it may be necessary to involve an individual who has specialized knowledge and skills to supervise interactions. For example, someone who is a member of the family's culture or ethnic group could be the one supervising interactions.

Standard 6: A *Family Interaction Plan* is developed or reassessed during every family team meeting involving a child who is placed out of the home.

A written *Family Interaction Plan*, tailored to meet the safety needs of the family will be provided to assure family interaction begins as soon as possible after removal from parental custody. *Family Interaction Plans* must never be used as a threat or form of discipline to the child or to control or punish the parent. When the family has input and feels engaged in the process, they are more likely to successfully follow through with the plan and achieve permanency.

The *Family Interaction Plan* should be reviewed and revised during a family team meeting. However, not all children placed out of the home will have a family team meeting but family interaction planning should occur. Subsequent family interaction planning may or may not occur in a family team meeting. When behavioral outcomes are met (or not met) before the next scheduled family team meeting, the *Family Interaction Plan* may be reviewed before the meeting. Family interactions are the responsibility of the entire team working with the family.

It is critical for the team to keep in mind during the completion of the *Family Interaction Plan* that frequent and developmentally appropriate family interaction benefits the child emotionally, and is the strongest indicator of family reunification and achievement of permanency. Interactions must attempt to involve the parents in routine activities of parenting and provide opportunities to enhance their parenting skills. Interactions should be built around meaningful activities including:

- Mealtimes,
- Bathing,
- Naptimes,
- Homework time,
- Doctors' appointments,
- School activities,
- Sports activities, and
- Should be geared towards the child's developmental abilities.

The following logistics need to be explored during the development of the *Family Interaction Plan*:

- Who is available to assist with transportation,
- Who is available and suitable to supervise the interactions,
- Who is allowed to be present during interactions, and
- What behaviors would immediately terminate an interaction.

In the event that a team member is not present during the family team meeting but is identified as a support to carry out the interactions, follow up communication must occur to ensure that they are available and in agreement to the *Family Interaction Plan*.

The *Family Interaction Plan* will identify the benchmarks that parents need to accomplish to achieve permanency. Interactions will become more frequent and for longer periods of time as the parents continue to meet behavioral benchmarks that reduce threats and increase their protective capacities. The level of supervision will also decrease as parents become better able to protect the children. The *Family Interaction Plan* will be reassessed and modified in the event that the permanency goal for the child changes.

Consideration regarding revisions to family interaction could be reviewed by addressing the following questions:

- What were the changes we expected to see within the context of the safety constructs?
- Have we accomplished the agreed-upon behavioral changes? If not, why not?
- How are we going to benchmark and communicate about benchmarks?
- How will we know when we are done, not just compliance, but sustained behavioral changes which will ensure as we depart?
- What will it take to maintain or increase family interactions for this family? (specific protective capacities, reduced child vulnerability, supports (formal or informal), services, etc.)
- What has been tried in family interaction planning in moving to the next phase? Identify strengths and risks that can be tried again or modified? (informal supports, visiting children in their current placement, etc.)
- What new things that haven't been tried before, could be tried to increase family interactions? (informal supports, services (including placement), or court actions, etc.)
- How can we involve the family, including the noncustodial parent, more fully in achieving family interactions while addressing child safety, reducing risks, and increasing strengths? (FTDM, youth-led meeting, engaging extended family, concrete supports, parent partners, etc.)

Standard 7: A quality assurance and improvement process is used to assess and improve the quality of Family Interaction.

It is part of ongoing practice development and improvement to assess the effectiveness of family interaction in regard to engaging families, conducting assessment and planning activities, and facilitating the timely and safe return of children to their homes.

The measurable indicators of the effectiveness of family interaction include the following for each family interaction standard:

- **Process planning:** Families are adequately prepared for the family interaction planning process, emphasizing the importance of active family participation, the safety needs of children, and the progression of the family interaction process as reflected in family team decision-making documentation or initial family interaction planning.
- **Engagement:** Family engagement is evidenced in their active and ongoing participation in the family interaction planning process, reflected in the *Family Interaction Plan*.
- **Connections:** The *Family Interaction Plan* should include not only planned interactions with primary caregivers, but the child's other critical connections, such as noncustodial parents, extended family, community ties, and friends.
- **Life of the Case (LOC):** *Family Interaction Plans* will be implemented, reviewed, and revised on an ongoing basis throughout the Life of the Case.
- **Cultural competency:** Appropriate integration of cultural accommodation in the family interaction planning process is acknowledged by the family.
- **Family Team Decision-Making:** A thorough *Family Interaction Plan* is developed during family team meetings for all children placed out of home. If a *Family Interaction Plan* is already in place, the plan is reviewed or modified during all subsequent family team meetings.
- **Quality assurance and improvement:** One standardized measurement process is used statewide to assess and maintain quality of all family interactions. When issues are identified, adjustments and adaptations are made to improve the process and results.

Iowa Department of Human Services Service Area Map 2017

