

**IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**NOTICE OF FUNDING OPPORTUNITY**

**for**

 **CHILD CARE SOLUTIONS FUND**

**FUNDING OPPORTUNITY # FWBP-CC-24-166**

# *Introduction.*

The Department of Health and Human Services (“Agency”) is accepting Applications to support local Child Care Solutions Funds in Iowa communities. The Child Care Solutions Fund is a blended public-private partnership to support wage enhancements for local child care facilities.

In order to respond to this funding opportunity, complete and return Attachment B (*Applicant Child Care Solutions Fund Application*).

# *Duration and Amount of Contract.*

The Agency anticipates executing multiple contracts, each with an 11-monthcontract term. Funding available for this opportunity is $2.5 million. Individual contract amounts will be determined based on private match amounts pledged at time of application.

# *Applicant Eligibility Requirements.*

Funding will only be made available to applicants meeting all the following requirements:

1. The Applicant shall identify as one of the following:
	1. Local economic development authority
	2. Chamber of Commerce
	3. 501c3 organization
	4. 501c6 organization
2. The Applicant shall be actively engaged with the Iowa Women’s Foundation on building a Child Care Solutions Fund in their city/county. A letter of agreement from the Iowa Women’s Foundation must be provided.
3. The Applicant shall complete the Application and approval process for child care facilities seeking to apply for Child Care Solutions Funds for wage enhancement.
4. The Applicant shall have verified pledged or secured funding from private investors and businesses.

Application Timetable

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

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues Notice of Funding Opportunity | 10/23/23 |
| **Applicant Attachment B-Child Care Solutions Fund Application and any Amendments to Attachment B Due By** | **10/31/23, 3 PM** |
| Agency Announces Applicant Awards  | 11/1/23 |
| Contract Negotiations and Execution of the Contract Completed  | 11/1/23 |
| Anticipated Start Date for the Provision of Services | 11/1/23 |

Section 1 Background and Scope of Work

* 1. **Background**

Wages of persons employed in the child care workforce have long been considered low. Iowa’s Child Care Workforce Study completed in 2023 indicates that the median hourly wage for a child care employee is $14.00 per hour (range $9.09-$19.00) and over 50% of providers report that they have used at least one (1) public benefit to support their family. 30% of respondents are currently receiving Medicaid.

The Iowa Women’s Foundation (IWF) contracts with the Iowa Economic Development Authority and employs an Employer Engagement Director. Working with over 150 businesses in 70 communities, IWF is providing direct support to communities and businesses seeking child care solutions. There are two known projects in Iowa that are supporting child care programs by offering wage enhancements through private investment in child care solutions funds. In one county, an additional 100 children are being served as a result of the project.

Several communities have actively been working towards standing up a Child Care Solutions Fund. This funding opportunity seeks to blend public and private funds to support these initiatives.

1.2 Funding Opportunity General Definitions.

When appearing as capitalized terms in this funding opportunity including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

***“Agency”*** means the Iowa Department of Health and Human Services.

***“Application”*** means the Attachment B Child Care Solutions Fund Application to be submitted in response to this funding opportunity.

***“Applicant”*** means the entity that submits an Application in response to this funding opportunity.

***“Contractor”*** means the approved Applicant who enters into a Contract with the Agency as a result of this funding opportunity.

***“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 funding opportunity.

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

***Definitions Specific to this Funding Opportunity.***

When appearing as capitalized terms in this funding opportunity, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

***“Child Care Facility” or “Facility”*** means a child care center, preschool, or registered child development home.

***“Child Care Solutions Fund”*** means a fund developed by the Contractor to support wage enhancements for local child care facilities.

“***Pledged Funds”*** means funding that a business or private donor has agreed to invest through written documentation.

***“Private Investment***” means funding secured by businesses or private donors.

***“Secured Funds”*** means funding that has been obtained by the contractor for the use towards wage enhancements.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1. Verification of secured or pledged funds from donors prior to the Agency releasing funding to the Contractor.

1. Verification of *pledged* *funds* secured shall include written documentation of total amount pledged and signed and dated by the funder.
2. Verification of *secured* *funds* shall include written documentation of total amount pledged and signed by the funder as well as account information confirming total funds are secured.
3. Documentation of an Agency approved application process to be used by Child Care Facilities when requesting to secure funds that shall, at a minimum, include a blank copy of the application form, a description of how the applications will be reviewed and awarded, length of time the award is for (e.g. 6 months, 1 year, etc.) and how often Child Care Facilities would need to reapply or reverify eligibility.

2. Administer a Child Care Solutions Fund in the proposed community. This includes, but is not limited to, accepting applications, processing applications, and issuing funds to awardees.

3. Prior to any changes, notify the Agency of any changes to the application or application process within 10 business days.

4. Market the Child Care Solutions Fund and seek investment from other businesses and organizations in the community.

5. Maintain a relationship with the Iowa Women’s Foundation for strategies to build sustainability of the Child Care Solutions Fund.

1.3.2 Performance Measures.

1. The Contractor shall provide verification of secured or pledged funds from donors prior to the Agency releasing funding to the Contractor.

2. The Contractor shall submit a Quarterly Report no later than the 15th of the month following end of state fiscal year quarter, outlining the following:

 a. Amount of agency funds expended;

b. Number of programs engaged and amount of wage enhancements;

c. Number of child care personnel impacted by the wage enhancement project;

d. Description of marketing efforts to local businesses and community members, including number of outreach efforts; and

e. Number of businesses that have pledged funds and total amount.

3. The Contractor shall meet with the Iowa Women’s Foundation no less than two (2) times during the term of the contract to discuss marketing strategies and sustainability efforts.

4. The Contractor shall submit a final report no later than 10/31/24 verifying the following:

 a. Total amount of expenditures;

b. Total number of programs engaged over the term of the contract and amount of wage enhancements;

c. Total number of child care personnel impacted by wage enhancement project;

d. Number of businesses that have pledged funds and total amount;

e. Number of new business investment during the duration of the contract; and

f. Number of times met with Iowa Women’s Foundation.

* + 1. **Reserved *(Agency Responsibilities)*.**
		2. **Contract Payment Methodology.**

The Contractor shall receive $1.00 to every $1.00 of the total amount secured from private investors. Funds are contingent on Agency receipt of verification of private funding secured by the contractor. Funding will be reimbursed on a quarterly basis with verification of expenditures for the quarter. Quarters are as follows:

SFY24 Quarter 2 November-December 2023

SFY24 Quarter 3 January-March 2024

SFY24 Quarter 4 April-June 2024

SFY25 Quarter 1 July-September 2024

Section 2 Basic Information About the Funding Opportunity Application Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the funding opportunity from the date of issuance until approval of the successful Applicants. The Issuing Officer for this funding opportunity is:

Melanie Mathes

Iowa Department of Health and Human Services – Lucas State Office Building
321 E. 12th St.
Des Moines, Iowa, 50319
Phone: 515-377-0344

mmathes@dhs.state.ia.us

2.2 Restriction on Applicant Communication.

From the issue date of this funding opportunity until announcement of the successful Applicants, the Issuing Officer is the point of contact. There may be no communication regarding this funding opportunity with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the funding opportunity. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process.

***2.3 Reserved***

***2.4 Reserved***

2.5 Submission of Application.

Each Applicant is responsible for ensuring that the Issuing Officer receives the Application by the time and date specified in the Funding Opportunity Timetable at the email address provided in the Notice for Funding Opportunity for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Application received after this deadline will be rejected and will not be evaluated.

Applications may not be hand-delivered to the Issuing Officer. Rather, Applications are to be submitted to the Issuing Officer by email.

2.6 Amendment to the Funding Opportunity and Application.

Each Applicant is responsible for ensuring that the Issuing Officer receives the Application and any permitted amendments by the established deadlines at the email address provided in the Notice for Funding Opportunity for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the Notice for Funding Opportunity for the submission of the original Application.

Applicants may amend a previously submitted Application at any time before the Application submission date and time. Any such amendment must be in writing and signed by the Applicant.

The Agency reserves the right to amend or provide clarifications to the funding opportunity at any time. Amendments will be provided to the Applicants. If the amendment occurs after the closing date for receipt of Applications, the Agency may, in its sole discretion, allow Applicants to amend their Application.

2.7 Withdrawal of Application.

The Applicant may withdraw its Application prior to the closing date for receipt of Applications by submitting a written request to withdraw signed by the Applicant, scanned, then emailed to the Issuing Officer. The Applicant should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.8 Costs of Preparing the Application.

The costs of preparation and delivery of the Application are solely the responsibility of the Applicant.

2.9 Rejection of Applications.

The Agency reserves the right to reject any or all Applications, in whole and in part, and to cancel this funding opportunity at any time prior to the execution of a written contract. Issuance of this funding opportunity in no way constitutes a commitment by the Agency to award or enter into a contract.

2.10 Review of Applications.

Only Applicants that meet the mandatory requirements and are not subject to disqualification will be awarded a contract.

2.10.1 Mandatory Requirements.

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

* The Issuing Officer must receive the Application, and any amendments thereof, prior to or on the due date and time (See Section 2.5).
* The Applicant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency.
* The Applicant is eligible to submit an Application in accordance with the Applicant Eligibility Requirements of this funding opportunity (See Applicant Eligibility Requirements Section).

2.10.2 Reasons Applications May be Disqualified.

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

* Applicant initiates unauthorized contact regarding this funding opportunity with employees other than the Issuing Officer (See Section 2.1);
* Applicant fails, in the Agency’s opinion, to include the content required for this funding opportunity;
* Applicant fails to submit the document titled Attachment B (*Applicant Child Care Solutions Fund Application*) containing all signatures (See Section 2.5);
* Applicant marks entire Application confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential);
* Applicant includes assumptions in its Application (See Section 2.4); or
* Applicant fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in this process.
* Applicant is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: [https://ipers.org/investments/restrictions](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Cclindgr%40dhs.state.ia.us%7Cfcd3552ae92b40bb63cd08d92c45b41c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C1%7C637589500152528885%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=O4vbidy2uv6CeZD8dKZ6YSFZr4xof1GsKvkHC0H2v3U%3D&reserved=0).

The determination of whether or not to disqualify an Application and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Applications, is at the sole discretion of the Agency. No Applicant shall obtain any right by virtue of the Agency’s election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the funding opportunity specifications or excuse the Applicant from full compliance with the funding opportunity specifications or other contract requirements if the Applicant enters into a contract.

2.11 Application Clarification Process.

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

2.12 Verification of Application Contents.

The contents of an Application submitted by the Applicant is subject to verification.

2.13 Reference Checks and Information from Other Sources.:

The Agency reserves the right to contact any reference to assist in the evaluation of the Application, to verify information contained in the Application, to discuss the Applicant’s qualifications, and/or to discuss the qualifications of any subcontractor identified in the Application.

2.14 Information from Other Sources.

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

By submitting an application in response to this funding opportunity, the Applicant authorizes any person or entity, public or private, having any information concerning the Applicant’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this funding opportunity, to release such information to the Agency.

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

2.15 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history checks and background investigations (hereafter, “Investigations”) of the Applicant and the Applicant’s officers, directors, shareholders, partners, and managerial and supervisory personnel involved in the performance of the Contract. The Agency’s right to perform such Investigations also extends to the Applicant’s staff, agents, or subcontractors who may have direct contact with the Agency’s clients or those that may provide services for the Agency’s clients. By submitting its Application, the Applicant hereby explicitly authorizes the Agency to conduct such Investigations. These Investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who may have direct contact with the Agency’s clients or may provide services for the Agency’s clients. Upon the Agency’s request, the Applicant shall fully cooperate with the Agency in obtaining authorizations on Agency forms and any required waivers or releases in a timely manner. The Agency may determine, in its sole discretion, to either not award or not enter into a contract with an Applicant, or to terminate a subsequent contract, based on the results of these Investigations.

2.16 Disposition of Applications.

The contents of all Applications will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.17 Public Records and Request for Confidential Treatment.

Original information submitted by an Applicant may be treated as public information by the Agency following the conclusion of the selection process. The Agency’s release of information is governed by Iowa Code chapter 22. Applicants are encouraged to familiarize themselves with Chapter 22 before submitting an Application. The Agency will copy public records as required to comply with public records laws.

2.18 Copyrights.

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

2.19 Release of Claims.

By submitting an Application, the Applicant agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Applicant with pertinent information as intended by this funding opportunity.

2.20 Notice of Intent to Award.

Notice of Intent to Award will be sent to all Applicants that submitted an Application by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Applicant.

2.21 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If an eligible Applicant fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award to that Applicant. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Applicant’s responsibility to assure delivery of the request for reconsideration by the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of this funding opportunity. If an Applicant submitted multiple Applications and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Application, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Applicant may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Applicant may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with Iowa Admin. Code r. 441-7.41 et seq.

2.23 Definition of Contract.

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

2.24 Choice of Law and Forum.

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

2.25 Restrictions on Gifts and Activities.

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

2.26 Exclusivity.

Any contract resulting from this funding opportunity shall not be an exclusive contract.

2.27 No Minimum Guaranteed.

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

2.28 Use of Subcontractors.

The Agency acknowledges that the selected Applicant may contract with third parties for the performance of any of the Contractor’s obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this funding opportunity.

2.29 Applicant Continuing Disclosure Requirement.

To the extent that Applicants are required to report incidents when responding to this funding opportunity related to founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of an Application, and with respect to the successful Applicant after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 Evaluation Of Applications

3.1 Introduction.

All Applications will be reviewed for compliance with the requirements outlined in Section 2.10, Review of Applications. Applicants found to be responsive and in full compliance with the Applicant Eligibility Requirements will be funded in accordance with the section 1.3.4 Funding Methodology.

Applicants found to be non-responsive and/or that are not in full compliance with the Applicant Eligibility Requirements shall be disqualified.

**Attachments Specific to This Notice of Funding Opportunity**

1. Attachment A – Sample Contract
2. Attachment B –Child Care Solutions Fund Application

**Attachment A: Sample Contract**

*(These contract terms contained in the Special Terms and General Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Applicants to better evaluate the costs associated with the potential resulting contract. Applicants should plan on such terms being included in any contract entered into as a result of this funding opportunity. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Applicant.*

*A contract must be signed by all parties before a Contractor could provide any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of a Contractor before a Contract is signed by all parties.)*

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **Funding Opportunity #** | **Contract #** |
| FWBP-CC-24-166 | *{To be completed when contract is drafted.}* |

|  |
| --- |
| **Title of Contract** |
| Child Care Solutions Fund |

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 Health and Human Services321 E. 12th St.Des Moines, IA 50319-0075 | **Agency Billing Contact Name / Address:***{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** Ryan Page321 E. 12th St.Des Moines, IA 50319-0075 | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** Janee Harvey321 E. 12th St.Des Moines, IA 50319-0075 |
| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** *{To be completed when contract is drafted.}* | **Contractor’s Principal Address:***{To be completed when contract is drafted.}* |
| **Tax ID #:** *{To be completed when contract is drafted.}* | **Organized under the laws of:** *{To be completed when contract is drafted.}* |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):** *{To be completed when contract is drafted.}* | **Contractor**’s **Billing Contact** **Name/Address:** *{To be completed when contract is drafted.}* |
| **Contract Information** |

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:** **End Date of Contract:** 9/30/24 |
| **Possible Extension(s):**  N/A |
| **Contract Contingent on Approval of Another Agency:** Yes**Which Agency?** DOM | **ISPO Number:** N/A |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

|  |
| --- |
| **Contract Execution** |
| **Contractor, \*\*\*Contractor's Legal Name\*\*\***  | **Agency, Iowa Department of Health and Human Services** |
| Signature of Authorized Representative:  | Signature of Authorized Representative:   |
| Printed Name:  | Printed Name: Janee Harvey |
| Title:  | Title: Division Director |
| Date: | Date: |

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

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.

**SECTION 1: SPECIAL TERMS**

***1.1******Special Terms Definitions.***

“Child Care Facility” or “Facility” means a child care center, preschool, or registered child development home.

“Child Care Solutions Fund” means a fund developed by the Contractor to support wage enhancements for local child care facilities.

“Pledged Funds” means funding that a business or private donor has agreed to invest through written documentation

“Private Investment” means funding secured by businesses or private donors.

“Secured Funds” means funding that has been obtained by the contractor for the use towards wage enhancements

***1.2 Contract Purpose.***

The purpose of this contract is for the Iowa Department of Health and Human Services (Agency) to support the Child Care Solutions Fund in the community of XXX. The Child Care Solutions Fund is a blended public/private partnership to support wage enhancements for local Child Care Facilities

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:
1. Verification of secured or pledged funds from donors prior to the Agency releasing funding to the Contractor.

1. Verification of pledged funds secured on or after 9/1/23 shall include written documentation of total amount pledged and signed and dated by the funder.
2. Verification of secured funds on or after 9/1/23 shall include written documentation of total amount pledged and signed by the funder as well as account information confirming total funds are secured.
3. Documentation of an Agency approved application process to be used by Child Care Facilities when requesting to secure funds that shall, at a minimum, include a blank copy of the application form, a description of how the applications will be reviewed and awarded, length of time the award is for (e.g. 6 months, 1 year, etc.) and how often Child Care Facilities would need to reapply or reverify eligibility.
4. Administer a Child Care Solutions Fund in the proposed community. This includes, but is not limited to, accepting applications, processing applications, and issuing funds to awardees.
5. Prior to any changes, notify the Agency of any changes to the application or application process within 10 business days.
6. Market the Child Care Solutions Fund and seek investment from other businesses and organizations in the community.
7. Maintain a relationship with the Iowa Women’s Foundation for strategies to build sustainability of the Child Care Solutions Fund.

**1.3.2 Performance Measures.**

1. The Contractor shall provide verification of secured or pledged funds from donors prior to the Agency releasing funding to the Contractor.

2. The Contractor shall submit a Quarterly Report no later than the 15th of the month following end of state fiscal year quarter, outlining the following:

a. Amount of agency funds expended;
b. Number of programs engaged and amount of wage enhancements;
c. Number of child care personnel impacted by the wage enhancement project;
d. Description of marketing efforts to local businesses and community members, including number of outreach efforts; and
e. Number of businesses that have pledged funds and total amount.

3. The Contractor shall meet with the Iowa Women’s Foundation no less than 2 times during the term of the contract to discuss marketing strategies and sustainability efforts.

4. The Contractor shall submit a final report no later than 10/31/24 verifying the following:

a. Total amount of expenditures;

b. Total number of programs engaged over the term of the contract and amount of wage enhancements;

c. Total number of child care personnel impacted by wage enhancement project;

d. Number of businesses that have pledged funds and total amount;

e. Number of new business investment during the duration of the contract; and

f. Number of times met with Iowa Women’s Foundation.

**1.3.3 Monitoring, Review, and Problem Reporting.**

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

* Verify Invoices and supporting documentation itemizing work performed prior to payment;
* Determine compliance with general contract terms, conditions, and requirements; and
* Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

*{Additional language to be completed when contract is drafted.}*

**1.3.3.2 Agency Review** **Clause.** The Contract Manageror designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data,may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

**1.3.3.3 Problem Reporting.** As stipulated by the Contractor and/or 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. problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause.**

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed $XXX during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

**1.3.4.2 Payment Methodology.**

The Contractor shall receive $1.00 to every $1.00 of the total amount secured from private investors. Funds are contingent on Agency receipt of verification of private funding secured by the contractor. Funding will be reimbursed on a quarterly basis with verification of expenditures for the quarter. Quarters are as follows:

SFY24 Quarter 2 November-December 2023

SFY24 Quarter 3 January-March 2024

SFY24 Quarter 4 April-June 2024

SFY25 Quarter 1 July-September 2024

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

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

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s), The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

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

***1.4 Insurance Coverage.***

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

|  |  |  |
| --- | --- | --- |
| **Type of Insurance** | **Limit** | **Amount** |
| General Liability (including contractual liability) written on occurrence basis | General AggregateProduct/CompletedOperations AggregatePersonal InjuryEach Occurrence | $2 Million$1 Million$1 Million$1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Professional Liability | Each OccurrenceAggregate | $2 Million$2 Million |

***1.5 Data and Security.*** If this Contract involves Confidential Information, the following terms apply:

**1.5.1 Data and Security System Framework**. The Contractor shall comply with either of the following:

* Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or

* Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

* Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
* Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor’s submissions required in this section.

***1.6 Reserved. (Labor Standards Provisions).***

***1.7 Reserved. (Performance Security.)***

***1.8 Incorporation of General and Contingent Terms.***

**1.8.1 General Terms for Service Contracts (“Section 2”).**  The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

**1.8.2 Contingent Terms for Service Contracts (“Section 3”).** The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://hhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

|  |
| --- |
| **Contract Payments include Federal Funds?** Yes**The Contractor for federal reporting purposes under this Contract is a:** Subrecipient**Federal Funds Include Food and Nutrition Service (FNS) funds?** No**UEI #:** *{To be completed when contract is drafted.}***The Name of the Pass-Through Entity:** Iowa Department of Health and Human Services**ALN #:** 93.575**Grant Name:** Child Care and Development Block Grant**Federal Awarding Agency Name:** Department of Health and Human Services |
| **Contractor a Business Associate?** No | **Contractor a Qualified Service Organization?** No |
| **Contractor subject to Iowa Code Chapter 8F?** No | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |

***1.9 Reserved. (Additional Terms.)***