

CONTRACT DECLARATIONS AND EXECUTION

Procurement Type/Number	Contract #
Sole Source Procurement 21-ss-07 22-ss-05	ACFS 21-155 22-155
Title of Contract	
Child Welfare Provider Training Academy	

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: Dawn Kekstadt 1305 E Walnut Street Des Moines, IA 50319 Phone: 515-281-5521
Agency Contract Manager (hereafter "Contract Manager") / Address ("Notice Address"): Dawn Kekstadt 1305 E Walnut Street Des Moines, IA 50319 Phone: 515-281-5521 E-Mail: dkeksta@dhs.state.ia.us	Agency Contract Owner (hereafter "Contract Owner") / Address: Janee Harvey 1305 E Walnut Street Des Moines, IA 50319 E-Mail: jharvey1@dhs.state.ia.us

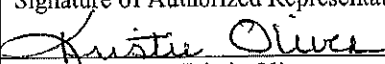
Contractor: (hereafter "Contractor")	
Legal Name: Coalition for Family and Children's Services in Iowa	Contractor's Principal Address: 1111 9th Street Suite 235 Des Moines, IA 50314-2510
Tax ID #: 42-1150772	Organized under the laws of: State of Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Kristie Oliver 1111 9th Street Suite 235 Des Moines, IA 50314-2510 Phone: (515) 244-0074 E-Mail: kristie@iachild.org	Contractor's Billing Contact Name/Address: Kristie Oliver 1111 9th Street Suite 235 Des Moines, IA 50314-2510 Phone: (515) 244-0074

Contract Information	
Start Date: 07/01/21	End Date of Base Term of Contract: 06/30/22
Possible Extension(s): The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

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.

Contractor, Coalition for Family and Children's Services in Iowa	Agency, Iowa Department of Human Services
Signature of Authorized Representative: 	Signature of Authorized Representative: Janee Harvey <small>Digitally signed by Janee Harvey DN: cn=Janee Harvey, o=IHS, email=janee.harvey@ihs.iowa.gov, date=2021.06.10 09:55:54-0500</small>
Printed Name: Kristie Oliver	Printed Name: Janee Harvey
Title: Executive Director	Title: Division Administrator
Date: 6/9/2021	Date:

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

"Administrative Costs" means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services. Exclusions to this include salary and benefits of the training coordinator, printing of training materials, and communications equipment and services directly related to training.

Spending on Administrative Costs for the Contractor cannot exceed 15% of the total contract amount.

All equipment purchased pursuant to or in furtherance of this Contract is the Agency's property. If the Contract terminates for any reason, the Contractor shall return any and all equipment to the Agency.

Definitions Specific to this Contract.

"Agency" means the Iowa Department of Human Services.

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

"Contractor(s)" means the organization that has executed a contract with the Agency to continue providing the Child Welfare Provider Training Academy (CWPTA). This term refers to the organization named as the responsible party in the Contract and whose authorized representative signed the Contract.

"Contract Manager" means the Agency 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 Agency administrative official who has the authority to make decisions related to the Contract on behalf of the Agency.

"Deliverables" means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property 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.

"Evidence-Based Practice" means practices or service approaches whose effectiveness at achieving desired outcomes for specific target populations of child(ren) and families has been substantiated or validated by some sort of independent empirical research.

"Invoice" means a Contractor's claim for payment. At the Agency's discretion, the Contractor may submit claims on an original Invoice or may submit claims on a form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

"Training Plan" means a document that reflects all training courses to be offered over the course of the contract year. The Training Plan shall include the course number and title, a brief course syllabus, intended audience, training platform, location, and number of offerings.

1.2 Contract Purpose.

The purpose of this contract is for the continuation of the Child Welfare Provider Training Academy (CWPTA) for provision of training to child welfare service providers as mandated in Iowa State Legislation. The CWPTA will provide training to improve provider staff/supervisor skills and knowledge through evidence-based practice models and additional training developed to meet the needs of various DHS child welfare provider contracts.

1.3 Scope of Work.**1.3.1 Deliverables, Performance Measures, and Monitoring Activities.**

The contractor shall provide the following:

1.3.1.1 The Contractor shall develop and deliver training and related services in accordance with the defined performance expectations as set forth below. Performance measures will focus on maintaining and expanding the impact of training offered through the Child Welfare Provider Training Academy (CWPTA).

1.3.1.2 The Contractor shall create a professional development environment for child welfare service providers accessing the training through the CWPTA. At a minimum, the Contractor shall:

- A. Provide the required sixty-day notice to renew for at least one more year with Relias Learning (RL).
 - a. Continue to monitor established eligibility criteria for RL and allow additional Agency contracted child welfare service provider organizations to participate if space is available.
 - b. Maintain full capacity on user allotment of 700 slots.
 - c. Emphasize one course every other month based on the identified needs of the contracted child welfare service provider staff/supervisors.
 - d. Continue to review and ensure the accuracy of selected RL courses.
 - e. Continue to provide oversight of RL courses that promote improvement in skill development and expand knowledge base of contracted child welfare service providers accessing courses through the CWPTA.

Performance Measure 1: Achieve a minimum of 85% satisfaction as evidenced by a “strongly agree” or “agree” that RL training is effective, meets the needs of all participants, and is useful to their jobs on completed quarterly Relias evaluations.

- B. Provide accessible, relevant, skill-based, in-person and virtual trainings, using Evidence-Based Practice models to address identified needs. At a minimum, the Contractor shall:
 - a. Develop and submit a Training Plan for SFY 23 by May 1, 2022.
 - b. Update and submit Training Plan revisions for review and approval at least one month in advance of the new or revised course offering.
 - c. Deliver courses at the frequency/duration indicated in the training plan unless granted permission to do otherwise by the Agency in writing.
 - d. Contract with qualified trainers to facilitate trainings for the CWPTA.
 - e. Promote flexible delivery of trainings offered around the state.
 - f. Deliver in-person, quality professional development trainings to address skill building needs one (1) time per year in the western region, one (1) time per year in the central region, and one (1) time per year in the eastern region across the State of Iowa.
 - i. The CWPTA Coordinator, or designee, shall ensure all trainers have required materials for the respective courses they will train.
 - ii. The CWPTA Coordinator, or designee, shall receive compensation for travel as stated in stated in Section 1.3.3.7 of the Contract.
 - g. Contract only with trainers utilizing the Agency approved curriculum to deliver in-person training on Solution Focused Meeting (SFM) Facilitation, Youth Transition Decision-Making (YTDM) Facilitation, and any relevant training supporting SFM and YTDM meetings.

- h. Ensure training is congruent with the Agency's Model of Practice and the Child and Family Services Review (CFSR) outcomes.
- i. Maintain and monitor membership of the CWPTA Workgroup.
 - i. Ensure statewide representation across contracted child welfare service providers.
- j. Coordinate training curriculum development and oversight in cooperation with the CWPTA Workgroup and the Agency Training Committee.
- k. The CWPTA Coordinator, or designee, shall participate on the one (1) workgroup and the one (1) committee identified above.
- l. The CWPTA Coordinator, or designee, shall meet in-person and collaborate with the Agency Contract Manager as scheduled.
- m. Maintain supervisor contact information for all registrations to ensure accountability.
- n. Maintain a waiting list that tightens attendance through identifying the participant, organization, and job role within the organization.
 - i. Those with current signed agency child welfare service contracts shall receive priority enrollment.
- o. Allow for Agency staff and other stakeholders to participate in courses as space allows.
- p. Track course and individual participation.
- q. Provide a signed certificate of attendance to participants of trainings.
- r. Provide participants with opportunities to suggest course topics for training during future contract years.
- s. Utilize course evaluations as follows:
 - i. Distribute and compile evaluations from class participants and provide analysis.
 - ii. Revise course content and training curriculum, assigned trainer and the trainer's instructional methods, based on the evaluation results.
 - iii. Develop and revise course evaluation forms as necessary.

Performance Measure 1: Develop and provide the SFY23 Training Plan to the Agency by May 1, 2022.

Performance Measure 2: Achieve a minimum of 85% satisfaction as evidenced by a "strongly agree" or "agree" that training is effective, meets the needs of all participants, and is useful to their jobs on completed evaluations.

Performance Measure 3: The CWPTA Coordinator, or designee, met in-person with the Agency Contract Manager as scheduled during each SFY.

- C. The contractor shall manage and coordinate the development and delivery of course content and materials identified by the Agency to support Agency initiatives.
 - a. The Contractor shall submit the content for all newly developed coursework for Agency review by the agreed upon due date at the beginning of the project. Training materials shall incorporate feedback received from the initial Agency review in advance of the first course offering.
 - b. Changes in due dates must be submitted in writing and agreed upon by both the Contractor and the Agency.
 - c. To merit compensation, work products must meet Agency expectations for quality and completeness.

Performance Measure 1: Deadlines for course development will be met 95% of the time.

1.3.1.3 The Contractor shall maintain a strong web presence through the CWPTA website at www.iatrainingsource.org. At a minimum, the Contractor shall:

- A. Update and maintain the training calendar, which contains dates, times, and location of in-person trainings and webinars; scheduled workgroup meetings; and trainer biographies.
- B. Be responsible for the online registration and enrollment of participants and the logistics of course sessions.
- C. Post and maintain all current YTDM Meeting, documents and forms on the CWPTA website for easy access by all.

Performance Measure 1: Update changes to trainers and location of trainings within 48 hours of notice 95% of the time.

Performance Measure 2: Post updated YTDM meeting, within three (3) Business Days of receipt from the Agency 95% of the time.

1.3.1.4 The Contractor shall submit monthly status reports to the Agency Contract Manager by the tenth (10th) Business Day of the following month. The July 2021 monthly status report will include relative historical information including, but not limited to:

- A. CWPTA Focus.
- B. Training Coordinator and Administrative Assistant—including a description of general duties, how the position supports the development or conducting of trainings, and a percentage of salary/wages and fringe benefits allocated to the CWPTA.
- C. Committee and Workgroup Information.
- D. SFY 22 Highlights.

1.3.1.5 The Contractor shall include a description of activities conducted during the reporting period for the remainder of monthly status reports (July 1, 2021 through June 30, 2022) including, but not limited to:

- A. Monthly Highlights including:
 - a. Relias Learning (RL).
- B. Committee and Workgroup Updates
- C. Time study documentation for each position that accurately reflects how time was spent on CWPTA related activities in no less than thirty minute increments
- D. Training Courses Completed
- E. Training Locations and Evaluations
- F. Upcoming Training Opportunities
- G. Data Reporting on the following:
 - a. Content of the trainings (what is the training about);
 - b. Delivery dates for the trainings;
 - c. Locations for the trainings;
 - d. Identified audience for the trainings (front line staff and/or supervisors);
 - e. Number of training participants;
 - f. Percentage of attendees who complete the course evaluation say the training provided the information to improve their knowledge and skills to do the work; and
 - g. A summary of comments from the evaluations.

The due dates and content of the monthly report may be altered by agreement of the parties. The Contractor or the Agency may submit a request to the other in writing for changes without further amendment to the Contract.

1.3.1.6 The Contractor shall also include a description of data collected and actionable decisions made based on the data from course evaluations and performance measures identified within the scope of work from July 2021 to June 2022 within the June 2021 monthly report. The June 2022 monthly report is due by July 15, 2022.

1.3.2 Monitoring, Review, and Problem Reporting.

1.3.2.1 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, and Monitoring Activities Section.

1.3.2.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency may conduct a review semi-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 provided Deliverables or Deliverables in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.2.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. The parties shall maintain records of such reports and other related communications issued in writing during the course of Contract performance. 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.

1.3.2.4 Addressing Deficiencies. To the extent the Contractor's performance contains Deficiencies, and notwithstanding other remedies available at law or under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.3 Contract Payment Clause.

1.3.3.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$2,100,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof.

The maximum amount for SFY22 will not exceed \$147,000.

1.3.3.2 Payment Methodology.

Payment shall be contingent on the Contractor performing the services set forth in the Scope of Work section of this Contract and submitting detailed monthly Invoices. The monthly Invoices shall be detailed enough to support all charges included on the Invoice and clearly separate out program expenditures from the Administrative Costs. The contract number must be on all claims for payment.

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

1.3.3.4 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).

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

The Agency shall pay all approved Invoices in arrears 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.

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

1.3.3.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 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, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 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: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 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://dhs.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://dhs.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:

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
Contract Payments include Federal Funds? Yes The Contractor for federal reporting purposes under this Contract is a: Sub recipient Federal Funds Include Food and Nutrition Service (FNS) funds? No DUNS #: 168486025 The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.658 Grant Name: Foster Care- Title IV-E	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families

1.9 Reserved. (Additional Terms.)

SPECIAL CONTRACT ATTACHMENTS

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

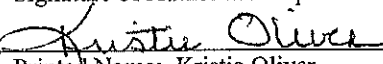
N/A

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Signature of Authorized Representative: 	Signature of Authorized Representative: Jane Harvey <small>Digitally signed by Jane Harvey DN: cn=Jane Harvey, o=Iowa, email=jharvey@iowa.gov, c=US Date: 2021.06.10 08:05:24 -0500</small>
Printed Name: Kristie Oliver	Printed Name: Jane Harvey
Title: Executive Director	Title: Division Administrator
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- j. Coordinate training curriculum development and oversight in cooperation with the CWPTA Workgroup and the Agency Training Committee.
- k. The CWPTA Coordinator, or designee, shall participate on the one (1) workgroup and the one (1) committee identified above.
- l. The CWPTA Coordinator, or designee, shall meet in-person and collaborate with the Agency Contract Manager as scheduled.
- m. Maintain supervisor contact information for all registrations to ensure accountability.
- n. Maintain a waiting list that tightens attendance through identifying the participant, organization, and job role within the organization.
 - i. Those with current signed agency child welfare service contracts shall receive priority enrollment.
- o. Allow for Agency staff and other stakeholders to participate in courses as space allows.
- p. Track course and individual participation.
- q. Provide a signed certificate of attendance to participants of trainings.
- r. Provide participants with opportunities to suggest course topics for training during future contract years.
- s. Utilize course evaluations as follows:
 - i. Distribute and compile evaluations from class participants and provide analysis.
 - ii. Revise course content and training curriculum, assigned trainer and the trainer's instructional methods, based on the evaluation results.
 - iii. Develop and revise course evaluation forms as necessary.

Performance Measure 1: Develop and provide the SFY23 Training Plan to the Agency by May 1, 2022.

Performance Measure 2: Achieve a minimum of 85% satisfaction as evidenced by a "strongly agree" or "agree" that training is effective, meets the needs of all participants, and is useful to their jobs on completed evaluations.

Performance Measure 3: The CWPTA Coordinator, or designee, met in-person with the Agency Contract Manager as scheduled during each SFY.

- C. The contractor shall manage and coordinate the development and delivery of course content and materials identified by the Agency to support Agency initiatives.
 - a. The Contractor shall submit the content for all newly developed coursework for Agency review by the agreed upon due date at the beginning of the project. Training materials shall incorporate feedback received from the initial Agency review in advance of the first course offering.
 - b. Changes in due dates must be submitted in writing and agreed upon by both the Contractor and the Agency.
 - c. To merit compensation, work products must meet Agency expectations for quality and completeness.

Performance Measure 1: Deadlines for course development will be met 95% of the time.

1.3.1.3 The Contractor shall maintain a strong web presence through the CWPTA website at www.iatrainingsource.org. At a minimum, the Contractor shall:

- A. Update and maintain the training calendar, which contains dates, times, and location of in-person trainings and webinars; scheduled workgroup meetings; and trainer biographies.
- B. Be responsible for the online registration and enrollment of participants and the logistics of course sessions.
- C. Post and maintain all current YTDM Meeting, documents and forms on the CWPTA website for easy access by all.

Performance Measure 1: Update changes to trainers and location of trainings within 48 hours of notice 95% of the time.

Performance Measure 2: Post updated YTDM meeting, within three (3) Business Days of receipt from the Agency 95% of the time.

1.3.1.4 The Contractor shall submit monthly status reports to the Agency Contract Manager by the tenth (10th) Business Day of the following month. The July 2021 monthly status report will include relative historical information including, but not limited to:

- A. CWPTA Focus.
- B. Training Coordinator and Administrative Assistant—including a description of general duties, how the position supports the development or conducting of trainings, and a percentage of salary/wages and fringe benefits allocated to the CWPTA.
- C. Committee and Workgroup Information.
- D. SFY 22 Highlights.

1.3.1.5 The Contractor shall include a description of activities conducted during the reporting period for the remainder of monthly status reports (July 1, 2021 through June 30, 2022) including, but not limited to:

- A. Monthly Highlights including:
 - a. Relias Learning (RL).
- B. Committee and Workgroup Updates
- C. Time study documentation for each position that accurately reflects how time was spent on CWPTA related activities in no less than thirty minute increments
- D. Training Courses Completed
- E. Training Locations and Evaluations
- F. Upcoming Training Opportunities
- G. Data Reporting on the following:
 - a. Content of the trainings (what is the training about);
 - b. Delivery dates for the trainings;
 - c. Locations for the trainings;
 - d. Identified audience for the trainings (front line staff and/or supervisors);
 - e. Number of training participants;
 - f. Percentage of attendees who complete the course evaluation say the training provided the information to improve their knowledge and skills to do the work; and
 - g. A summary of comments from the evaluations.

The due dates and content of the monthly report may be altered by agreement of the parties. The Contractor or the Agency may submit a request to the other in writing for changes without further amendment to the Contract.

1.3.1.6 The Contractor shall also include a description of data collected and actionable decisions made based on the data from course evaluations and performance measures identified within the scope of work from July 2021 to June 2022 within the June 2021 monthly report. The June 2022 monthly report is due by July 15, 2022.

1.3.2 Monitoring, Review, and Problem Reporting.

1.3.2.1 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, and Monitoring Activities Section.

1.3.2.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency may conduct a review semi-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 provided Deliverables or Deliverables in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.2.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. The parties shall maintain records of such reports and other related communications issued in writing during the course of Contract performance. 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.

1.3.2.4 Addressing Deficiencies. To the extent the Contractor's performance contains Deficiencies, and notwithstanding other remedies available at law or under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.3 Contract Payment Clause.

1.3.3.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$2,100,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof.

The maximum amount for SFY22 will not exceed \$147,000.

1.3.3.2 Payment Methodology.

Payment shall be contingent on the Contractor performing the services set forth in the Scope of Work section of this Contract and submitting detailed monthly Invoices. The monthly Invoices shall be detailed enough to support all charges included on the Invoice and clearly separate out program expenditures from the Administrative Costs. The contract number must be on all claims for payment.

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

1.3.3.4 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).

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

The Agency shall pay all approved Invoices in arrears 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.

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

1.3.3.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 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, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 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: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 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://dhs.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://dhs.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:

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
Contract Payments include Federal Funds? Yes The Contractor for federal reporting purposes under this Contract is a: Sub recipient Federal Funds Include Food and Nutrition Service (FNS) funds? No DUNS #: 168486025 The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.658 Grant Name: Foster Care- Title IV-E	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families

1.9 Reserved. (Additional Terms.)

SPECIAL CONTRACT ATTACHMENTS

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

N/A