



## REQUEST FOR PROPOSAL (RFP)

Parent Partners  
ACFS -20-005

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***RFP Purpose***

The purpose of this Request for Proposal is to solicit Proposals from qualified Bidders to manage and deliver statewide Parent Partner supports for families involved with the Iowa Department of Human Services (Agency) protective services beginning on July 1, 2019. The month of June 2019 will allow for transition of service delivery, but there will be no payment to the Contractor. Contractor will provide the following: development, delivery, and ongoing management of the Parent Partner Approach. Contractor will also provide assistance in establishing Parent Partners on various committees and in presenting DHS/community training throughout the state.

***Duration of Contract***

The Agency anticipates executing a contract that will have an initial two year contract term with the ability to extend the contract for four additional one-year terms. The Agency will have the sole discretion to extend the contract.

***Bidder Eligibility Requirements***

The Agency will only consider Proposals for contract award from Bidders who will provide services in all 99 Iowa counties.

The Agency will only consider Proposals for contract award from Bidders who are currently at time of bid submission are:

- a) Accredited by the Council on Accreditation (COA) for one or more of services including Child Protective Services, Family Preservation and Stabilization Services, Foster Care Services, or Kinship Care Services and to maintain that accreditation during the contract period; or
- b) Accredited by the Joint Commission for Behavioral Health Care Services and to maintain that accreditation during the contract periods; or
- c) Accredited by the Council on Accreditation for Rehabilitation Services (CARF) for Child and Youth Services and to maintain that accreditation during the contract period.

**Procurement Timetable**

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

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	<b>January 8, 2019</b>
Agency Issues RFP to Bid Opportunities Website	<b>January 10, 2019</b>
Bidder Letter of Intent to Bid Due By	<b>January 28, 2019 1:00 p.m.</b>
2 <sup>nd</sup> Round of Bidder Written Questions Due By	<b>Date and Time for First Round of Questions: January 28, 2019 1:00 p.m. Date and Time for Second Round of Questions: February 11, 2019 1:00 p.m.</b>
Agency Responses to Questions Issued By	<b>Date for First Round of Responses: February 5, 2019 Date for Second Round of Responses: February 15, 2019</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>February 28, 2019 1:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>April 1, 2019</b>
Contract Negotiations Completed	<b>April 15, 2019</b>
Contract Signed	<b>May 1, 2019</b>
Begin Contract for Transition Period	<b>June 1, 2019</b>
Anticipated Start Date for Provision of Service	<b>July 1, 2019</b>

**Section 1 Background and Scope of Work**

**1.1 Background.**

The Iowa Parent Partner Approach just completed its tenth full year of implementation. The original four Parent Partner sites expanded to 20 sites serving 68 counties and today Parent Partner are available for mentoring statewide. Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol* (Attachment F) and Parent Partner Practice Manual serves as the framework for implementing the Parent Partner Approach. This contract will provide centralized management with consistent funding, and uniform operating procedures that preserve/maintain/ensure the fidelity of the model.

Parent Partners promotes an innovative change in social work practice that is unique because it not only celebrates individuals who have overcome obstacles through change, recovery, and accountability, but also uses their skills to mentor families that are currently navigating through the Agency as their children are in foster or kinship care. Parent Partners demonstrate advocacy and effective communication while holding families accountable in meeting their case plan goals.

The Parent Partner Approach is a key strategy to improving practice with families, but it cannot stand alone. Parent Partners network within communities and collaborate with social workers and providers to meet the needs

of families, assist in policy and program development, change perceptions in communities, and facilitate trainings and learning opportunities.

Parent Partners are selected based upon their interpersonal skills, successes, and proven abilities to overcome obstacles. Parent Partners have been involved with the Agency due to child safety concerns and protection issues. Parent Partners have experienced removal of children from their primary care and have since experienced successful reunification or resolution around termination of their parental rights. It is these experiences that make Parent Partners so beneficial to families that are currently receiving services due to child protection issues. Parent Partners are able to offer hope, realistic advice, and advocacy for families. In addition, Parent Partners form a critical link between the Agency worker, other professionals, and the family. For more information on the Parent Partner Approach see Attachment F.

The Parent Partner Approach is designed to deliver a flexible array of Culturally Responsive supports to parents who are involved in child protection services. The target population and priority for these mentoring supports are families whose children have been removed from their parents' care and/or parents who can only reside with their children under special conditions directed by the courts (i.e. substance abuse treatment or relative care is present).

During the initial stages of a case, the Parent Partner averages four face-to-face visits per month and phone contact between visits. The frequency of contact may vary after two to three months as the family works through their case plan. The number of visits is based on a family's needs and case consultation with the Parent Partner Coordinator.

This program will remain flexible by providing the Parent Partner an opportunity to determine the amount of time they will commit to the Parent Partner role. For example, one Parent Partner may be going to school and wants to only mentor two or three families but another Parent Partner may want to mentor 10-15 families.

**1.1.1 Parent Partner Mission Statement:** Parents empowering Parents to strengthen families, communities, and systems thereby achieving safety, permanency, and well-being for children.

**1.1.2 Guiding Principles:**

**A. Safety of Children**

The Parent Partner Approach is dedicated to protecting children from abuse and neglect. The approach seeks to safely maintain children in their homes whenever possible and appropriate. The Parent Partner Approach will work with families, child protection services, providers and the community to enhance families' capacities to provide for their children's needs.

**B. Supporting Parents**

The Parent Partner Approach believes that parents are fundamental building blocks in children's healthy social, mental, and physical development. The Parent Partner Approach:

- will support parents with children in care by enhancing the parents' capacity to provide for and guide their children's healthy development through one-on-one mentoring from a parent who has had personal experience with the child welfare system;
- will enhance parent's capacity to make appropriate decisions to meet their children's needs including connecting parents with resources, providing encouragement, outreach, and support;
- will support parents who have successfully navigated through the child welfare system by teaching the parents advocacy skills, inviting them to be a part of the shared decision making process through becoming board members of local and statewide committees, and providing training opportunities.

**C. Collaborating with the Agency, Child Protection Services (CPS)**

The Parent Partner Approach is committed to partnering with child protective services to protect children from abuse and neglect and to supporting parents in their decision-making, collaborating with Agency child protection staff and child welfare workers and promoting parent engagement throughout the life of the case.

#### **D. Collaborating with the Community to Protect Children**

Parent Partners will engage community to increase awareness regarding the protection of children, work with community-based organizations to provide resources, and strive to develop community partnerships.

This RFP is designed to provide Bidders with information necessary for the preparation of competitive bid Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal. The Agency adheres to all applicable federal and state laws, rules, and regulations when entering into a contract for services. For more information on existing programs and statistics see Attachment G.

#### **1.2 RFP Definitions Specific to this RFP.**

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

**“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 (excluding administering surveys and processing of data specifically related to Scope of Work 1.3.1.1 through 1.3.1.4), printing, communications equipment and services, and other costs necessary to support the delivery of services.

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

**“Agency Parent Partner Liaison(s) or Agency Liaison(s)”** means an Agency staff person(s) who has been identified by the Agency to be the primary contact(s) for the Parent Partner Coordinator and Parent Partners for addressing needs and concerns within the Service Area.

**“Bidders”** means the organizations that submit Proposals in response to this Request for Proposals (RFP).

**“Bid Proposal or Proposal”** means the bidder's proposal submitted in response to the RFP.

**“Collaboration”** means when communities, agencies, and local organizations join together to provide comprehensive services based on common goals and shared resources. Instead of focusing on individual agendas, collaborative partnerships establish common goals that address problems that lie beyond any single agency or organization's purview yet concern them all. Partners agree to pool resources, jointly plan, implement, and evaluate new services and procedures, and delegate individual responsibility for the outcomes of their joint efforts.

**“Continuing Support Parent Partner Pilot”** means providing an identified demonstration site with continuing mentoring supports, with parents who have substance abuse issues, five to six months after the child protective case has closed.

**“Contractor(s)”** means the organization that has executed a contract with the Agency to provide Parent Partner Approach. This term refers to the organization that is named as the responsible party in the contract and whose authorized representative has signed the contract.

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

**“Contract Owner”** means a manager or administrator within the Agency who has overall responsibility, accountability and authority for the direction and management of the procurement for a specific RFP and contract.

**“Culturally Responsive”** means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each.

**“Deliverables”** means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, Contractor or subcontractor of Contractor) in connection with any contract resulting from the RFP.

**“Family Case Plan”** means the individualized, written plan developed by the family decision making team that is designed to achieve safety, permanency, and well-being for a child and family in as expeditious manner as possible. The plan documents compliance with federal requirements and identifies goals, strengths, needs, services, time frames for meeting goals, objectives, desired outcomes, responsibilities for all parties, and reviews progress.

**“In-Home Parent Partner Pilot”** means providing an identified demonstration site Parent Partner supports to parents who are court-involved for child protection reasons and their children have remained in the home.

**“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.

**“Iowa Parent Partner Approach Handbook: Governing Philosophy, Policy & Protocol or Handbook”** means the document attached to this RFP as Attachment F. This document sets forth governing standards, policy and procedures developed to provide continuity and consistency for the Parent Partner program fidelity.

**“Issuing Officer”** means the staff person assigned by the Contract Owner to manage the RFP process for a specified formal competitive procurement process. The Issuing Officer is the sole point of contact for communication with all interested vendors and Bidders as specified in Section 2.2 of the RFP.

**“Lead Parent Partner”** means a Parent Partner who has at least two years direct experience as a Parent Partner, has demonstrated the ability to assist the Parent Partner Coordinator, and is approved by the Contract Manager.

**“Mental Health Professional or Licensed Clinician”** means an individual that meets all of the following conditions: holds at least a master’s degree in a mental health field, including but not limited to, psychology, counseling and guidance, social work; holds a current Iowa license required by Iowa licensure law; and has at least two years of post-degree experience supervised by a Mental Health Professional in assessing and treating mental health problems and mental illness.

**“Mentoring or Mentor Supports”** means providing peer supports from a Parent Partner who has had a similar experience and can provide insights, guidance and hope based on their own experience navigating the child welfare system.

**“One-On-One”** means the Parent Partner meets with participant face-to-face for approximately one hour or more to provide support and there are no other activities (court hearing, AA meeting, Family Team Decision-Making) taking place at the time of this meeting.

**“Parent Partners”** means an individual who at one time had their children removed for safety concerns and have since been successfully reunified with their children and are now approved to mentor families whose children are currently removed. See Attachment F for additional Parent Partner eligibility criteria.

**“Parent Partner Coordinator or Coordinator”** means a person certified to provide oversight and coordination of a Parent Partner Program and day-to-day tasks such as job assignments and programmatic issues.

**“Parent Partner Program/Approach”** means an approach designed to promote innovative change in social work practice that is unique because it not only celebrates individuals who have overcome obstacles through change, recovery, and accountability, but also uses their skills to mentor families who are currently navigating through the Agency as their children are in foster or kinship care. Parent Partners demonstrate advocacy and effective communication, while holding families accountable in meeting their Family Case Plan goals to provide better outcomes around re-abuse and reunification.

**“Parent Partner Management Team”** means Contractor’s team of statewide leadership staff and the Contract Manager who share in the decision making process regarding the management of the Parent Partner Approach.

**“Parent Partner Service Area Steering Committee(s)”** means Service Area committee(s) that provides feedback and guidance on Parent Partner Program implementation. Membership is comprised of Parent Partners, Coordinators, Agency Liaisons, and child welfare partners (i.e. domestic violence, substance abuse, mental health, law enforcement, etc.).

**“Parent Partner State Advisory Committee”** means a statewide committee that provides feedback and guidance on the Parent Partner implementation and success. Membership is comprised of Parent Partners, Coordinators, Contractor Administrators, Contract Manager, and Agency Liaisons.

**“Participant”** means a parent is involved in the Parent Partner Approach and receiving support as mentee.

**“Pilot or Pilot Project”** means a small scale implementation conducted in order to evaluate feasibility, time cost, adverse events and improve upon the design prior to full-scale implementation.

**“RFP”** means the Request for Proposals or Request for Bids (and any Addenda or Attachments thereto) that the Agency issues as part of a formal competitive procurement process for the purpose of soliciting qualified services and scope of work as specified, for the purpose of entering into a contract with the chosen Bidder or Bidders.

**“Service Area”** means a group of counties the Agency has identified to provide for improved, localized administration of programs. The 99 Iowa counties are divided into five Service Areas.

### ***1.3 Scope of Work.***

#### **1.3.1 Deliverables.**

Contractor shall provide development, delivery, and ongoing management of the Parent Partner Approach. As part of this approach, the Contractor shall provide: Parent Partner mentoring; assistance in establishing Parent Partners on various committees; presentations to Agency/community statewide; training and guidance for Parent Partners; coordinate committees; and other aspects necessary for implementation.

### 1.3.1.1 Management, Implementation and Work Plan

- A.** The Contractor shall provide a work plan and annual budget describing the Parent Partner implementation process for all counties. The work plan shall contain at a minimum:
1. Tasks and subtasks, durations, resources, milestones for Parent Partner and Coordinator recruitment, training, peer support, committee meetings, community outreach, and other items identified in the Deliverables;
  2. Target dates for all milestones including the number of Coordinators, Lead Parent Partners, Parent Partners and families involved;
  3. Strategies and measurements for ensuring the program requirements are met;
  4. Protocols for quality assurance;
  5. All milestone dates identified in the work plan shall be met unless prior approval is received from Contract Manager; and
  6. Annual itemized budget.

### 1.3.1.2 Parent Partner Operations

#### **A. Target Population**

The Contractor shall provide Parent Partner mentoring supports for the Target Population as described in the following section:

##### **1. Out of home placements:**

The Contractor shall provide mentoring supports to 1,900 parents in all counties for each year of the Contract. Priority for these mentoring supports are families whose children have been removed from their parent's care and/or parents who can only reside with their children under special conditions directed by the courts (e.g. substance abuse treatment or relative care is present). Rural and urban areas shall have the same percentage of the targeted population served.

##### **2. Pilots: In-Home and Continuing Supports**

- a. The Contractor shall provide mentoring to 30 parents per year, who participate in court ordered child protective services and the children remain in the home with their parent(s).
- b. The Contractor shall provide Continuing Support mentoring to 20 parents per year with known substance abuse after the parents' case is closed.
- c. Pilot projects may be discontinued, remain the same or increase in numbers served based on available funds and Pilot outcomes.
- d. Mentoring provided to the Pilot sites is identified and approved by Contract Manager.

#### **B. Parent Partner Program Fidelity:**

The Contractor shall maintain the fidelity of the Parent Partner Approach and meet the standards set forth in the Iowa Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol and the Iowa Parent Partner Approach Practice Manual*.

The Contractor shall implement the following protocol designed to promote fidelity:

1. Contractor shall implement a referral process for families that is easily accessible to potential participants and coordinated with Agency staff. Referrals shall be provided by Agency staff and/or

an Agency-approved entity. If the Contractor receives referrals from an entity not approved by Agency, the Contractor shall receive the Agency's Contract Manager approval prior to accepting the referral.

2. Coordinator shall match a Parent Partner with the family no later than two working days after referral. The Parent Partner must meet with the family within two working days of being assigned and at least twice with the participant One-On-One before the intake is completed. Contractor has up to 90 days to complete the Participant Profile form.
3. If the Agency and/or Agency approved entity requests a Parent Partner to attend a Family Team Decision-Making (FTDM) meeting before a formal referral is made, the Parent Partner Coordinator will assign a Parent Partner to attend this meeting if the potential participant agrees. This could be considered a referral for on-going mentoring supports per participant's request.
4. The Coordinator and/or Lead Parent Partner shall meet with the family within 90 days of the initial referral date and complete the Family Profile (Referral/Intake) form per instructions. The information obtained is entered into the database within 30 days of completing the form. Contractor shall utilize a voluntary intake that is engaging and strength-based. For more information see Attachment I.
5. After the intake is complete, the Parent Partner will meet with Participant at least two to four times per month based on the Participant's needs. Contractor shall ensure the Parent Partner meets with the assigned Participant and offers supports. The Contractor shall be responsible for assuring the Parent Partner works with the family to complete the Family Self-Assessment Form (Entry) per instructions no later than 30 days after intake and the information obtained is entered into the database within 30 days of completing the form. For more information see Attachment J.
6. The Contractor shall remain flexible with the number of One-On-One and other face-to-face Parent Partner contacts. The Coordinator/Parent Partner case consultation and the family's needs shall determine frequency and types of contacts. Contractor shall track Parent Partner activity on the Parent Partner Activity Tracking form per instructions and ensure that relevant information is entered into the database within 30 days of completing the form. For more information see Attachment K.
7. When a family is exiting the program, Contractor shall complete the Family Self-Assessment Form (Exit), Family Feedback form, Fidelity Checklist and Family Outcomes forms per instructions and enter relevant information into the database within 30 days of completing the form. For more information see Attachments L, M, and N.

### **C. Parent Partner Community Outreach:**

Contractor shall provide opportunities for Lead Parent Partners, Parent Partners, and Parent Partners in Training to participate in community and state child welfare opportunities including but not limited to:

- Committees related to child welfare;
  - Child Welfare Agency New Worker orientation;
  - Community Partnerships for Protecting Children (CPPC);
  - Speaking engagements and program awareness; and
  - Other meetings, trainings and activities.
1. Contractor shall develop a central point(s) of coordination and implementation when responding to request for a participant in a community and/or Agency outreach activity.

2. Contractor shall assess the request and match the most appropriate participant with the activity based on individual skills, knowledge and geographic location.
3. Contractor shall prep the participant prior to the activity and follow-up afterwards.
4. Contractor shall ensure that the participant follows through with assignment.
5. Contractor shall track outreach activities and enter these activities in the database within 30 days of completing the monthly Activity Tracking forms (Attachment K).
6. Contractor shall maintain or exceed comparable level of community outreach identified in 2018 annuals report. For current levels see Attachment G.

#### **D. Flexible Funding**

1. Contractor shall provide flexible funding to parents for the purpose of meeting the specific needs of families when there are no other available resources to meet these needs. This service will be provided only to parents who are currently being mentored by a Parent Partner. These funds cannot be utilized when there is a similar, readily available resource within the community.
2. Contractor shall develop a protocol, subject to the approval of the Parent Management Team, for equal distribution statewide based on population and need. Protocol shall include but not be limited to a referral/approval process, types of items to be funded, time frame for expenditures, statewide distribution, and other related protocol items.
3. Contractor shall receive approval from the Contract Owner and Contract Manager of the written protocol before utilizing these funds. Contractor shall record this approval on the Exceptions and Approval Tracking log. Contractor shall track and record all expenditures. Contractor shall submit monthly updates on the utilization of the flex-fund expenditure.

#### **E. Parent Partner Pilots**

1. Contractor shall deliver an In-home Pilot Project subject to Agency approval prior to implementation. Contractor shall provide mentoring supports to 30 parents who are receiving court ordered child protective services in instances in which the children remain at home with their parent(s). The location of the In-home Pilot will be determined by the Agency and will start July 1, 2019.
2. Contractor shall develop and implement a Continuing Supports Pilot subject to Agency approval prior to implementation. The location of the Continuing Supports Pilot will be determined by the Agency and will begin July 1, 2019. Contractor shall provide mentoring supports to 20 parents who have substance abuse issues, for five to six months after the child protective and court case closes. Mentoring supports shall start within one month of the court cases closing.
3. Contractor shall develop separate work plans for each pilot. These work plans shall include but are not necessarily limited to:
  - communication strategies with Agency, Parents and Parent Partner staff;
  - written referral process;
  - written procedures and protocols;
  - develop data collection tools needed and/or work with Agency's database contractor to revise database as needed;
4. For the Continuing Support Parent Partner Pilot, Contractor shall develop a separate tracking mechanism to include but not limited to names, dates, ID number, contracts and attempts, measureable behavior specific outcomes.

5. Contractor shall submit implementation plan and tracking form to the Contract Manager for approval.
6. Submit quarterly updated work plans with progress notes to the Contract Manager and Contract Monitor no later than 15 days following the end of each quarter.

**F. Parent Partner Recruitment and Eligibility Criteria:**

All parents must meet eligibility criteria set forth in the Iowa Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol*, before being considered a potential Parent Partner mentor (Attachment F). In addition to this, the Contractor shall:

1. accept referrals for potential Parent Partner mentors from the Agency.
2. recruit potential Parent Partners from diverse racial and ethnic backgrounds.
3. obtain referrals from other sources but shall not use the non-Agency referred potential Parent Partner until the Agency authorizes the referral.
4. train and coach all Parent Partners accordance with the obligations set forth in Attachment F.
5. assure that Parent Partners complete all requirements before mentoring and submit approval process documentation once all training and coaching is completed. For Parent Partner approval process and form to be completed see Attachments F and H.

**G. Parent Partner Reimbursement:**

Continuity of services through the Parent Partner program is critical to the Program's success, and the relationship between the specific Parent Partner and those being served contributes to continuity. As such, the Contractor shall compensate Parent Partners, Parent Partners in Training, Parent Partners in Training Mentoring, and Lead Parent Partners at a competitive retention and reimbursement rate for time and expenses for all Parent Partner related activities, including but not limited to mentoring supports, training, presentations, conferences and meetings. Contractor may vary Parent Partner compensation rates as necessary to foster the continuity of services, to maintain Parent Partner relationships with those being served, and to maintain comparable retention rates throughout the state.

At the end of each Contract year, Contractor shall submit a detailed report outlining expenditures from the prior Contract year. In the event that Contractor's administrative costs exceed the 15% cap allowed under the Contract for the Contract year being reported, Contractor shall immediately reimburse the Agency the excess amount to bring the administrative costs down to the 15% cap allowed under the Contract.

**H. Parent Partner Coordinators and Lead Parent Partners**

Contractor shall provide an adequate number of qualified Parent Partner Coordinators and Lead Parent Partners to sustain statewide implementation and operations to support Parent Partners. For Parent Partner Coordinator and Lead Parent Partners responsibilities see Attachment F.

1. The Contractor shall provide Coordinators with the following minimum qualifications:
  - a. Iowa Parent Partner Coordinator Certification within six months of employment (see Attachment F);  
**and**

- b. a Bachelor Degree in human services or a related field from an accredited four year college recognized by the Council for Higher Education Accreditation (CHEA) with minimum of two years of full time experience in Child Welfare Services; **or**
  - c. a Masters Degree in human services or related field from an accredited college or university; **or**
  - d. an Associate of Arts Degree plus four years of full time experience in Child Welfare Services; **or**
  - e. candidates who do not meet education requirements but have a combination of education and experience will be reviewed on an individual basis by the Agency Contract Manager and/or Owner.
2. Parent Partner Coordinators  
Contractor shall provide an adequate number of qualified Parent Partner Coordinators to sustain statewide implementation and operations to support Parent Partners.
3. Contractor shall maintain the following Parent Partner/Coordinator ratio:

Coordinator	Lead Parent Partner	# of Cases	# Parent Partners	Maximum # of cases per Parent Partner
Fulltime Coordinator	No Lead Parent Partner	150	10	15
Fulltime Coordinator	Lead Parent Partner	225	15	15
½ Coordinator (20-30 hrs. per week)	No Lead Parent Partner	75	5	15
½ Coordinator (20-30 hrs. per week)	Lead Parent Partner	105	7	15

**I. Administration**

Contractor shall provide administration staff to manage all aspects of the Parent Partner Approach identified herein. Leadership administrative staff shall have the following minimum qualifications:

- 1. Bachelor’s Degree in human services or a related field from an accredited four year college recognized by the Council for Higher Education Accreditation (CHEA) with minimum of four years of full time experience in Child Welfare Services with at least two of these years in administration; or
- 2. A Master’s Degree in human services or related field from an accredited college or university with two years of full time experience in Child Welfare Services.
- 3. Candidates who do not meet education requirements but who have a combination of education and experience will be reviewed on an individual basis by the Contract Manager and/or Owner.

**J. Mental Health Support for Parent Partners**

Contractor shall provide a master-level Licensed Clinician to facilitate monthly group support sessions for Parent Partners. The Licensed Clinician shall be available as needed for individual sessions to assist with assessing needs and to facilitate problem solving. For additional requirements see Attachment F.

### **1.3.1.3 Training, Steering Committees and Support**

#### **A. Required Parent Partner Training**

Contractor shall provide required training for all individuals who will be providing mentoring services under the Parent Partner program.

1. Contractor shall provide the training known as the Building a Better Future (BABF), See Attachment F. The training shall be a three-day course for all Parent Partners, Coordinators and Agency staff involved with the Parent Partners and/or Parent Partners assigned to families on their caseload. The training shall have Parent Partner, Agency and Community partners/providers equally represented. This training shall be implemented with two approved trainers, a Parent Partner and a professional well versed in the Parent Partner program. See Attachment F.
2. Contractor shall ensure BABF trainers complete the required criteria to become an approved trainer. Contractor shall only use trainers who have been approved through coaching and mentoring by a master trainer and approved by the Contract Manager. For more information on trainer qualification see Attachment F, Section L.
3. Contractor shall assure that each Parent Partner receives all the supplemental training, identified as training two through 11 in Attachment F. These trainings may be provided by a qualified professional who demonstrates the ability and commitment to meeting the training objectives identified in Attachment F, Section L. All supplemental training (other than BABF) may be delivered individually, in a group setting, or by media.
4. Contractor shall assure that all Parent Partners receive trainings one through five before One-On-One mentoring can begin and remaining trainings by the end of one year.
5. Contractor shall provide a minimum of seven BABF and all supplemental trainings per year.
6. The Contractor shall coordinate Parent Partner trainings including, but not limited to: recruiting participants, securing a location, scheduling appropriate trainers, and providing training materials and supplies.
7. The Contractor shall disseminate training certificates to participants and track required trainings for each Parent Partner.
8. The Contractor shall submit required Parent Partner documentation for state approval, training sign-in sheets and daily and overall evaluations, trainer bios, and training materials to Agency Contract Manager and Agency Contract Monitor.

#### **B. Career Development**

Contractor shall develop a plan and assist Parent Partners in the multi-faceted career development program.

1. The plan shall include but not be limited to a referral process, equal access for Parent Partners statewide, identification services and supports being offered, and any other items related to implementation of career development.
2. Programming shall be in partnership with existing resources including but not limited to Workforce Development, community colleges, county extensions and other related resources.
3. Programming options shall include but not be limited to providing education on all economic supports available to assist Parent Partners, financial education, resume and interviewing

skill development, and career selection education.

4. Contractor shall submit the plan to Contract Manager for approval.
5. The progress of implementation according to the Agency approved plan shall be included in the quarterly reports.

**C. Parent Partner Management Team**

The Parent Partner Management Team shall meet monthly and consist of the Contractor leadership staff from each Service Area, Statewide Coordinator, and Agency's Contract Manager. The Parent Partner Management Team shall have at least three former Parent Partners. If the Contractor's leadership does not have at least three former Parent Partners, Contractor shall appoint a current Parent Partners Lead or a Parent Partner to the management team.

**D. Parent Partner Service Area Steering Committees**

In Collaboration with Agency staff, Contractor shall establish Parent Partner Service Area Steering Committee(s) that meet at least quarterly to discuss implementation strategies and progress of activities. Each Service Area shall have at least one steering committee but may require more. Contractor shall be responsible for all coordination and logistics including, but not limited to: scheduling, securing a location, developing and implementing agenda, recording meeting minutes, and providing necessary materials. See Attachment F, Section J.

**E. Parents Partner Advisory Committee**

Contractor shall be responsible for coordinating the Parent Partner Advisory Committee, semi-annually in the Des Moines area. Three representatives (Parent Partner, Coordinator and Agency Liaison) from each Parent Partner program shall attend and provide feedback on implementation process, training improvement, policy recommendation and peer support activities. Contractor shall coordinate all aspects of the advisory committee including, but not limited to: scheduling, notifying participants; securing and paying for the location; developing and implementing agenda meeting minutes; providing necessary materials; and disseminating and collecting feedback and evaluations.

**F. Annual Summit**

Contractor shall organize an annual summit in the Des Moines area. Contractor shall coordinate a planning committee and facilitate four to six summit planning committee meetings (face-to-face and/or conference calls) that include Parent Partners to assist in identifying topics, keynote speakers, workshops, presenters, etc. Contractor shall coordinate all aspects of the summit including, but not limited to: scheduling the event; recruiting participants; securing and paying for the location; retaining presenters; developing and implementing agenda; necessary materials and disseminating and collecting evaluations.

**G. Maintain SharePoint, Database and Materials**

1. Contractor shall maintain the established Parent Partner Agency's SharePoint in cooperation with the Agency Contract Manager.
2. Contractor shall manage the Parent Partner SharePoint by posting and updating relevant materials, establishing a calendar of events, and assisting with access to the SharePoint.
3. Contractor shall communicate and coordinate with the Agency and the Agency's Database Contractor to ensure the database is functioning correctly.

4. Contractor shall coordinate with Agency's Database Contractor to assist in identifying and resolving any issues.
5. Contractor shall instruct and monitor appropriate staff on how to utilize database and ensure that data is being entered accurately.
6. Contractor shall revise existing forms and materials and develop new documents pertaining to the management of the program as needed based on feedback from the Service Area Steering and State Advisory Committee, with approval by the Contract Manager.
7. Contractor shall provide each Parent Partner with the Parent Partner Practice Guide, toolkits, folders and any other items needed to be used for mentoring.

#### **1.3.1.4 Reporting and Evaluation**

- A.** Contractor shall complete, collect, track and maintain files for all the required forms identified in Parent Partner Program Fidelity, Section 1.3.1.2.B.
  1. Protocols shall be developed and followed for handling confidential information. This protocol will be submitted to Contract Manager for approval.
  2. All completed form information shall be entered into the database within 30 days of completion.
- B.** Contractor shall submit monthly, quarterly and annual reports.
  1. Monthly reports shall give updates on targeted activities identified in the approved work plan and submitted with monthly Invoices on the 15<sup>th</sup> of each month.
  2. Quarterly reports (Attachment O) shall be submitted on January 15, April 15, July 15 and October 15 each year.
  3. Annual reports shall include a summary of the collected information for each of the four quarters and be submitted no later than August 15 each year.
- C.** Annually, the Contractor shall evaluate the data entered from the outcome forms and write an analysis of the scores accumulated on the Family Self-Assessment (Exit), Fidelity Checklist & Family Outcome and Family Feedback surveys. This evaluation shall be submitted with the Annual report no later than August 15 of each year.

#### **1.4 Agency Responsibilities.**

Agency will provide Contractor access and instructions to the Parent Partner database and SharePoint. Agency will provide Contractor relevant Parent Partner materials that have been developed including, but not limited to: manuals, forms, and evaluation.

## 1.5 Performance Measures.

### A. Performance Measure

Contractor shall submit the draft work plan and itemized budget identified in Section 1.3.1.1A to the Agency no later than 15 days after execution of the Contract. Contractor shall obtain the Agency's acceptance of the work plan no later than 30 days following execution of the Contract. The Contractor shall submit a current work plan and annual itemized budget prior to the yearly contract renewal date to the Agency. The Contractor shall obtain Agency's acceptance of the work plan no later than 30 days following execution of the renewal.

The Contractor shall complete 90% of the work plan items/activities within the identified time frames. Any work plan items/activities not completed timely shall be completed within an additional 30 days.

### B. Performance Measure

Contractor shall provide Parent Partner mentoring supports that conform to following contractual requirements:

1. A minimum of 1,900 parents statewide will be provided Parent Partner mentoring supports each year of the Contract.
2. A minimum of 30 parents will be provided In-Home Parent Partner mentoring support each year of the contract.
3. A minimum of 20 clients will be provide Continuing Supports Parent Partner mentoring supports each year of the contract.

### C. Performance Measure

Quarterly reports shall be submitted to the Contract Manager within 15 days of the end of each quarter. An annual report shall be submitted August 15 each year. For more information on quarterly reports see Attachment O.

### D. Performance Measure

Contractor shall ensure that 95% of the following forms are completed and the information is entered in the database within 30 days of completing the forms.

- Family Profile (Referral & Intake)
- Family Self-Assessment (Entry)
- Family Self-Assessment (Exit)
- Fidelity Checklist & Family Outcome
- Parent Partner Activity Tracking Form

### E. Performance Measure

Contractor shall ensure that 78% of families will have improved Family Self-Assessment scores on their Exit Self-Assessment compared to their Retrospective Self-Assessment on at least three of the self-assessment measures. Improved scores are defined as a "one" scale point or greater improvement.

### F. Performance Measure

The Contractor shall maintain or exceed level of community outreach identified in the SFY 2018 annual report. For these levels see RFP Attachment G.

### **G. Performance Measure**

1. Contractor shall submit 95% of all the training documentation including training outline, trainer bios, and sign-in sheets to Contract Manager within 30 days of completion of the identified training or event. Contractor shall give participants an attendance certificate within 30 days of completion.
2. Contractor shall submit training participant evaluations on all trainings organized by the Contractor to the Contract Manager within 30 days of completion. A summary of the participant evaluations shall be included. On a Likert scale of five, participants overall score shall be an average of 3.5 or better.

### **1.6 Monitoring, Review, and Problem Reporting.**

#### **1.6.1.1 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:
  - 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:
    - Contract Manager or designee reviews all documentation and confirms all documentation was received within identified timeframes. Database entries will be monitored by Contract Manager to ensure consistency and verify accuracy. All evaluations for families, Parent Partners and training participants will be monitored to ensure that Performance Measures are met. Site visits, monthly and quarterly reports will be utilized to monitor the numbers of families being served.

**1.6.1.2 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 minimum, the Agency will conduct an annual review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

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

**1.6.1.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

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

**1.7.1.1 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.

**1.8.1.1 Contract Payment Clause.**

**1.8.1.2 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 \$18,570,000 for the entire term of the Contract.

**1.8.1.3 Payment Methodology.**

The Contractor shall be paid in equal monthly installments within each state fiscal year. The first month of the contract, 6/3/19 – 6/30/19, shall be considered transitional and no expenses will be billed for this month. The Agency reserves the right to increase and/or decrease funding based on the outcomes of the pilots and/or the availability of funding.

Within each state fiscal year (SFY), the Agency shall retain 10% of the annual value to be paid to Contractor. Contractor may Invoice the Agency for the remaining 10% of the SFY payments following the end of the State Fiscal Year only if the numbers served, as identified in Section 1.5 (B), are met within each state fiscal year.

**1.8.1.4 Submission and Payment of Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Invoices shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables before making payment. The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.8.1.5 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment or change order 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.

**1.8.1.6 External Funds.** In the interest of providing a uniform state program, Contractor shall restrict funding for the Parent Partner's program to only those funds provided through this Contract, with the sole exception that the Agency may, in its sole discretion, provide prior written approval for Contractor's receipt of anything of value provided by third parties on a case-by-case basis as long as such receipts are of de minimus value.

## Section 2 Basic Information About the RFP Process

### ***2.1 Issuing Officer.***

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful bidder. The Issuing Officer for this RFP is:

Holly Karr-White

Hoover State Office Building

Department of Human Services, 1st Floor

1305 E. Walnut

Des Moines, IA 50319-0114

Phone: 641-684-3909

[ParentPartnerACFS20-005@dhs.state.ia.us](mailto:ParentPartnerACFS20-005@dhs.state.ia.us)

### ***2.2 Restriction on Bidder Communication.***

From the issue date of this RFP until announcement of the successful bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

### ***2.3 Downloading the RFP from the Internet.***

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

### ***2.4 Reserved. ( Online Resources)***

### ***2.5 Intent to Bid.***

The Agency requests that bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

### ***2.6 Reserved. (Bidders’ Conference)***

### ***2.7 Questions, Requests for Clarification, and Suggested Changes.***

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by electronic mail. The bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as

long as all questions are received by the final due date and time for bidder Questions as provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

### ***2.8 Submission of Bid Proposal.***

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

### ***2.9 Amendment to the RFP and Bid Proposal.***

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If the amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow bidders to amend their Bid Proposals.

If the bidder amends their Bid Proposal, the amendment shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section. The amendment must be also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

### ***2.10 Withdrawal of Bid Proposal.***

The bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

### ***2.11 Costs of Preparing the Bid Proposal.***

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the bidder.

### ***2.12 Rejection of Bid Proposals.***

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

### ***2.13 Review of Bid Proposals.***

Only bidders that have met the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

#### ***2.13.1 Mandatory Requirements.***

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

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

### **2.13.2 Reasons Proposals May be Disqualified.**

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness to all bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No bidder 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 RFP specifications or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder enters into a contract.

### **2.14 Bid Proposal Clarification Process.**

The Agency may request clarifications from bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal 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.

### **2.15 Verification of Bid Proposal Contents.**

The contents of a Bid Proposal submitted by a bidder are subject to verification.

**2.16 Reference Checks.**

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

**2.17 Information from Other Sources.**

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

**2.18 Criminal History and Background Investigation.**

The Agency reserves the right to conduct criminal history and other background investigations of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the bidder's staff and subcontractors providing services under the resulting contract.

**2.19 Disposition of Bid Proposals.**

Opened Bid Proposals become the property of the Agency and will not be returned to the bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals 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.

**2.20 Public Records and Request for Confidential Treatment.**

Original information submitted by a bidder may be treated as public information by the Agency following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the bidder seventy-two (72) hours prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Iowa Code § 22.8.

The bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency, as a waiver of any right to confidentiality that the bidder may have had.

**2.21 Copyrights.**

By submitting a Bid Proposal, the bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the bidder 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 Bid Proposals.

**2.22 Release of Claims.**

By submitting a Bid Proposal, the bidder 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 bidder with pertinent information as intended by this RFP.

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

Notice of Intent to Award will be sent to all bidders that submitted a Bid Proposal 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 bidder.

**2.25 Acceptance Period.**

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another bidder or withdraw the RFP. 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.

**2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.**

Bidders 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, 1<sup>st</sup> Floor  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
email: [reconsiderationrequest@dhs.state.ia.us](mailto: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 mailed, emailed, or delivered. It is the bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

**2.27 Definition of Contract.**

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

**2.28 Choice of Law and Forum.**

This RFP 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. Bidders are responsible for ascertaining pertinent legal

requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

**2.29 *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. Bidders 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.

**2.30 *Exclusivity.***

Any contract resulting from this RFP shall not be an exclusive contract.

**2.31 *No Minimum Guaranteed.***

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

**2.32 *Use of Subcontractors.***

The Agency acknowledges that the selected bidder 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 RFP.

**2.33 *Bidder Continuing Disclosure Requirement.***

To the extent that bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful bidder 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 How to Submit a Bid Proposal: Format and Content Specifications**

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

**3.1 Bid Proposal Formatting.**

<b>Subject</b>	<b>Specifications</b>
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	The Bid Proposal is limited to 100 pages. Financial information, resumes, and RFP Forms will not count toward the page limit.
<b>Pagination</b>	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals.</li> <li>• The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal and 5 identical copies of the original. The original hard copy must contain original signatures.
<b>CD-ROM/USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB flash drives. The CD-ROM or USB flash drives must be placed in the envelope with the original Bid Proposal.</li> <li>• The Technical Proposal must be saved in less than five files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. An additional Proposal copy may be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The bidder shall not identify the entire Bid Proposal as confidential.</li> </ul>

Subject	Specifications
	<ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of the Agency would be served.</p>

### 3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

#### 3.2.1 Information to Include Behind Tab 1:

##### Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the bidder and key features of its proposed approach to meet the specifications of this RFP.

#### 3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

#### 3.2.3 Information to Include Behind Tab 3: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)
- Certification and Disclosure Regarding Lobbying
- Accreditation Per Bidder Eligibility Requirements:
  - Accredited by the Council on Accreditation (COA) for one or more of services including Child Protective Services, Family Preservation and Stabilization Services, Foster Care Services, or Kinship Care Services and to maintain that accreditation during the contract period; or
  - Accredited by the Joint Commission for Behavioral Health Care Services and to maintain that accreditation during the contract periods; or
  - Accredited by the Council on Accreditation for Rehabilitation Services (CARF) for Child and Youth Services and to maintain that accreditation during the contract period.

### **3.2.4 Information to Include Behind Tab 4: Bidder's Approach to Meeting Deliverables.**

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3 (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

#### **Note:**

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.
- If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

### **3.2.5 Information to Include Behind Tab 5: Bidder's Background.**

The bidder shall provide the information set forth in this section regarding its experience and background.

#### **3.2.5.1 Experience.**

The bidder shall provide the following information regarding the organization's experience:

##### **3.2.5.1.1 Level of technical experience in providing the types of services sought by the RFP.**

##### **3.2.5.1.2**

Description of all services similar to those sought by this RFP that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

For each similar service, provide a matrix detailing:

- A.** Project title;
- B.** Project role (primary contractor or subcontractor);
- C.** Name of client agency or business;
- D.** General description of the scope of work;
- E.** Start and end dates of contract as originally entered into between the parties;
- F.** If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- G.** Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value;
- H.** Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder that are valued at or above \$50,000. Bidders shall disclose any such penalties, disincentives, or payments withheld for each contract, regardless of whether the penalties, disincentives, or payments withheld fall within that five (5) year period. Include the estimated cost assessed against the bidder for the incident with the details of the occurrence;
- I.** List administrative or regulatory proceedings or adjudicated matters related to this service to which the bidder has been a party; and
- J.** Contact information for the client's project manager including address, telephone number, and electronic mail address.

**3.2.5.1.3** List any details of whether the bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

**3.2.5.1.4** Letters of reference from three (3) of the bidder's previous clients knowledgeable of the bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

**3.2.5.1.5** Description of experience managing subcontractors, if the bidder proposes to use subcontractors.

### **3.2.5.2 Personnel.**

The bidder shall provide the following information regarding personnel:

#### **3.2.5.2.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFP

#### **3.2.5.2.2 Names and Credentials of Key Corporate Personnel.**

- Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- Include names of the current board of directors, or names of all partners, as applicable.
- Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP. The resumes shall include: name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

#### **3.2.5.2.3 Information About Project Manager and Key Project Personnel.**

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project, if the bidder is selected as the successful bidder. Resumes should not include social security numbers.
- Include the project manager's experience managing subcontractor staff if the bidder proposes to use subcontractors.
- Include the percentage of time the project manager and key project personnel will devote to this project on a monthly basis.

### **3.3 Cost Proposal.**

#### **Pricing Restrictions.**

**Contract Budget.**

The Contract is capped at \$18,570,000 for the entire run of the contract, and payment will be made in equal monthly installments. The Agency reserves the right to increase and/or decrease funding based on the outcomes of the pilots and/or the availability of funding.

**Administrative Costs.**

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs under each contract, for both the contractor and all their subcontractors, cannot exceed 15% of the total contract amount. Contractor shall be required to return amounts that exceed 15%. For the purposes of this subsection, “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, (excluding administering surveys and processing of data specifically related to Scope of Work 1.3.1.1 through 1.3.1.4) printing, communications equipment and services, and other costs necessary to support the delivery of services.

**Content and Format.**

The bidder shall complete the Budget Form and submit a budget narrative to make up the Cost Proposal:

For all sections bid upon under Section 1.3, Scope of Work, the bidder shall submit a budget, using the required Budget Form, labeled Attachment P, provided as an Excel worksheet located on the state’s procurement website and published with this RFP. The budget will be based upon a 12 month period. The budget shall include detailed expenses for the implementation year (July 1, 2019-June 30, 2020) and five additional years. The Grand Total from this form will be used to score the Cost Proposal Pricing.

Bidders should complete a budget narrative detailing the costs contained in each category and submit it along with the Budget Form.

**Section 4 Evaluation Of Bid Proposals**

**4.1 Introduction.**

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the bidder offering the lowest cost to the Agency or to the bidder with the highest point total. Rather, a contract will be awarded to the bidder that offers the greatest benefit to the Agency.

**4.2 Evaluation Committee.**

The Agency intends to conduct a comprehensive, fair and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

**4.3 Proposal Scoring and Evaluation Criteria.**

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

**Scoring Guide.**

Points will be assigned to each evaluation component as follows, unless otherwise designated:

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.
1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.
0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency's needs would be met.

**Technical Proposal Components.**

When Bid Proposals are evaluated, the total points for each component are comprised of the component's assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

<b>Tab</b>	<b><u>Components</u></b>	<b><u>Weight</u></b>	<b><u>Score (0-4)</u></b>	<b><u>Potential Maximum Points</u></b>
	<b>TECHNICAL PROPOSAL</b>			
4	Proposal demonstrates an understanding of peer support being offered in the child protective system.	27.5		110
4	The organization has an understanding of how to support Parent Partners in their role mentors.	27.5		110
4	The organization has an established relationship with the community, agencies or organizations which will support their ability to perform the scope of work.	22.5		90
4	The organization have an understanding of the outreach activities and training needed.	22.5		90
4	The work plans supports all program requirements and logically lead to the Deliverables required in the RFP.	25		100
5	Resumes demonstrate applicable education and experience of key personnel designated to work on the program.	18.75		75
5	The number of staff and/or subcontractors are appropriate for the work they will be performing.	18.75		75
5	The Bidder successfully has undertaken similar projects.	18.75		75
5	The bidder's proposed staff demonstrated knowledge and experience applicable to the services described in this RFP.	18.75		75
	<b>COST PROPOSAL</b>			
	The bidder submitted a sufficiently detailed budget narrative.	12.5		50
	The cost allocation and budget narrative reasonable for this program.	12.5		50
	<b>Total</b>			<b>900</b>

**Scoring of Cost Proposal Pricing.**

Cost Proposal pricing will be scored based on a ratio of the lowest Cost Proposal versus the cost of each higher priced Bid Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. The formula is:

**Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)**

**Total Points Assigned to Cost Proposal Pricing: 100.**

**Total Points Possible: 1000**

**4.4 Recommendation of the Evaluation Committee.**

The evaluation committee shall present a final ranking and recommendation(s) to the Administrator of the Division of Adult, Children and Family Services for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more bidders recommended for selection or a recommendation that no bidder be selected. The Administrator of the

Division of Adult, Children and Family Services shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

**Attachments Specific to This RFP:**

Attachment F. Iowa Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol*

Attachment G. Parent Partner Approach – Parent Partner Quick Stats

Attachment H. Parent Partner Training Verification and Approval Form

Attachment I. Participant Profile (Referral/Intake) Instructions and Form

Attachment J. Participant Self-Assessment (Entry) Instructions and Form

Attachment K. Parent Partner Activity Tracking Instructions and Form

Attachment L. Participant Self-Assessment (Exit) Instructions and Form

Attachment M. Parent Partner-Participant Feedback Instructions and Form

Attachment N. Fidelity Checklist & Family Outcome Instructions and Form

Attachment O. Quarterly Report Form

Attachment P. Cost Proposal – Budget Form

Attachment Q. Sample Contract

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 3 of the Bid Proposal.)*

\_\_\_\_\_ (name of bidder) hereby authorizes any person or entity, public or private, having any information concerning the bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The bidder 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 bidder is willing to take that risk. The bidder 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.

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment B: Primary Bidder Detail & Certification Form**

*(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”).*

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS #:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

Exceptions to RFP/Contract Language (See Section 3.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

## PRIMARY BIDDER CERTIFICATIONS

### 1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder's Technical Proposal; and,
- 1.5 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

### 2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
- 2.4 Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a "retailer" of a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

### 3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency's Request for Proposals (RFP) and offered in the Bidder's Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency's RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment C: Subcontractor Disclosure Form**

*(Return this completed form behind Tab 3 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

<b>Primary Bidder (“Primary Bidder”):</b>	
<b>Subcontractor Contact Information (individual who can address issues re: this RFP)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

<b>Subcontractor Detail</b>	
<b>Subcontractor Legal Name (“Subcontractor”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.)</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>Subcontractor’s Accounting Firm:</b>	
<b>If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.</b>	
<b>General Scope of Work to be performed by this Subcontractor</b>	
<b>Detail the Subcontractor’s qualifications for performing this scope of work</b>	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor; and,
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

<b>Signature for Subcontractor:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment D: Additional Certifications**  
*(Do not return this page with the Bid Proposal.)*

**CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of a Bid Proposal, the bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other bidder;
4. No attempt has been made or will be made by the bidder to induce any other bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The bidder and any of the bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Bid Proposal, the bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

1. The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

#### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

The bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

## CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the bidder is not an individual, by signing and submitting this Bid Proposal, bidder agrees to provide a drug-free workplace by:
  - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the person's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations;
  - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
  - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
  - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the bidder is an individual, by signing and submitting this Bid Proposal the bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
  - a. take appropriate personnel action against such employee up to and including termination; or
  - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## NON-DISCRIMINATION

The bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

**Attachment E: Certification and Disclosure Regarding Lobbying**  
(Return this executed form behind Tab 3 of the Bid Proposal.)

**Instructions:**

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder's proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

***Statement for Loan Guarantees and Loan Insurance***

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

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

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

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I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

- The bidder is NOT including a disclosure form as referenced in this form's instructions because the bidder is NOT required by law to do so.
- The bidder IS filing a disclosure form with the Agency as referenced in this form's instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this Attachment E in the Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

Attachment F

# Iowa Parent Partner Approach HANDBOOK

Governing Philosophy, Policy & Protocol



This document was created through a shared decision-making process and supported by: Parents, Community Partnerships for Protecting Children, and Iowa Department of Human Services

Comm. 462 (Revised 10/18)

# Iowa Parent Partner Approach Handbook

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- Mission Statement and Guiding Principles
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## MISSION STATEMENT

*Parents empowering Parents  
to strengthen families, communities, and systems  
thereby achieving safety, permanency, and well-being for children.*

### GUIDING PRINCIPLES

#### 1. Safety of Children

The Parent Partner Approach is dedicated to protecting children from abuse and neglect. Children are safely maintained in their homes whenever possible and appropriate. The Parent Partner Approach will work with parents (parents of children in care), Department of Human Services (DHS)/Child Protection Services (CPS) and the community to enhance families' capacities to provide for their children's needs.

#### 2. Supporting Parents

The Approach believes that parents are fundamental building blocks in children's healthy social, mental, and physical development; will support parents with children in care by enhancing their capacity to provide for and guide their children's healthy development through one-on-one mentoring from a parent who has had personal experience with the child welfare system; will enhance parent's capacity to make appropriate decisions to meet their children's needs including connecting parents with resources, providing encouragement, outreach, and support; will support parents who have successfully navigated through the child welfare system by teaching them advocacy skills, inviting them to be a part of the shared decision making process through becoming board members of local and statewide committees and providing training opportunities.

#### 3. Collaborating with the Department of Human Services (DHS) and Child Protection Services (CPS)

The Approach is committed to partnering with CPS to protect children from abuse and neglect and supporting parents in their decision-making; collaborate with DHS Child Protection staff and child welfare workers to promote parent engagement through the life of the case.

#### 4. Collaborating with the Community to Protect Children

Parent Partners will engage the community to increase awareness regarding the protection of children; will work with community-based organizations to provide resources, and strive to develop community partnerships.

~ Established July 2007

## **A. Introduction and Background**

Parent Partners is an approach designed to provide better outcomes around re-abuse, and reunification. Parent Partners promotes innovative change in social work practice that is unique because it not only celebrates individuals that have overcome obstacles through change, recovery, and accountability, but also uses their skills to mentor families who are currently navigating through DHS as their children are in foster or kinship care. Parent Partners demonstrate advocacy and effective communication, while holding families accountable in meeting their case plan goals.

The Parent Partner [mentor] is a key strategy to improving practice with families, but it cannot stand alone. Parent Partners network within communities and partner directly with DHS, child welfare staff, systems, and agencies. Parent Partners collaborate with social workers and providers to meet the needs of families, assist in policy and program development, change perceptions in communities, and facilitate trainings and learning opportunities.

Parent Partners are selected based upon their interpersonal skills, successes, and proven abilities to overcome obstacles. Parent Partners have been involved with the Department of Human Services (DHS) due to child protection issues. At one time, their children were removed from their primary care and have since been successfully reunified. This includes parents who can only reside with their children under special conditions directed by the courts (i.e. substance abuse treatment or relative care).

It is these experiences that make Parent Partners so beneficial to families who are currently receiving DHS services due to child protection issues. Parent Partners are able to offer hope, realistic advice, and advocacy for families. In addition, they form a critical link between the DHS worker, other professionals, and the family.

The Parent Partner Approach includes validating parents' experiences and opinions to make changes in child welfare that will assist families in reunification and keeping children safe. Parent Partners meet with social workers, counselors, attorneys, and others regularly to assess progress and are able to help professionals empathetically and productively interpret the patterns, behaviors, and needs of families.

This approach includes not only Parent Partners but also those in training. Parent Partners and DHS need to commit to multiple joint-learning opportunities. Examples include but are not limited to: Parent Partners, attending meetings, workgroups, and trainings within DHS offices to foster cultural change and build relationships; assisting DHS in meetings, committees, task teams, presentations, conferences, etc. to incorporate parent perspective; and instilling Community Partnership's four strategies and mission.

## **B. Eligibility Criteria for Parent Partners**

The criteria of Parent Partners has been developed because it is critical that Parent Partners be viewed by the parents they are mentoring, DHS staff, court personnel, and other service providers as having overcome the issues that initially involved them with DHS. Meeting these criteria does not automatically designate someone as a Parent Partner, but instead gives a framework for recruiting potential Parent Partners.

Parent Partners have been involved with DHS due to child protection issues. At one time, their children were removed from their care and have since been successfully reunified. This includes parents who can only reside with their children under special conditions directed by the courts (i.e. substance abuse treatment or relative care).

Below are the agreed upon requirements that must be met in order for a person to be designated a Parent Partner:

- Maintain a high level of confidentiality regarding the parents that are being mentored.
- Have been reunited with child/ren for at least one year. Training may be started after six months of reunification.
- Have had at least one year to resolve issues related to termination of parental rights, or other permanency decisions where children were not reunited with the prospective Parent Partner.
- Have a healthy and stable family situation with no current child welfare involvement for safety issues.
- Have no founded child abuse report since assuming the role of Parent Partner or Parent Partner in Training.
- Have some flexibility to attend state and local meetings and trainings.
- Have been substance free (including alcohol) for one year if substance abuse was an issue.
- Any convictions on criminal charges will be evaluated using the protocol for resolving eligibility issues (Section D).
- Participate in all mandated training as well as individual and group supervision, including clinical support.
- Agree to demonstrate appropriate behavior that will reflect positively on the Parent Partner Program.
- Agree to share their experiences as a learning tool with other parents, community partners, and child welfare staff.
- Must be reviewed by DHS to identify current and/or ongoing concerns.
- Will be disqualified if any of the following apply:
  - Founded sexual abuse or listed on the sex abuse registry
  - Convicted in the death of a child

## **C. Roles within the Parent Partner Approach**

The Parent Partner Approach values the participation from individuals with a variety of backgrounds and personal level of commitments who are at different places in their lives, therefore the Approach offers an assortment of roles. Below are roles with associated duties that may be assumed by those parents and others affiliated with Parent Partners.

- I. **Parent Partner in Training** – This is a role only available to parents who have been reunited with their children for at least six months and who intend to become Parent Partners or have had at least one year to resolve issues related to termination of their parental rights or other permanency decisions where children were not reunited with the prospective Parent Partner. Opportunities available to these parents include any of the above-mentioned activities as well as the following requirements:
  - Adhering to Parent Partner criteria
  - Attending Building a Better Future (BABF) training
  - Attending Mandated Reporter Training, Boundaries and Safety Issues Training, Confidentiality Training, DHS 101, and Family Interaction Overview
  - Shadowing Veteran Parent Partners
  - Attending other required training as available
  
- II. **Parent Partner in Training Mentoring** – This is a role only available to parents who, for at least one year, have been reunited with their children or who have resolved issues related to termination of their parental rights or other permanency decisions where children were not reunited with the prospective Parent Partner. These parents must meet all required criteria [see Section B – Criteria for Parent Partners]. In addition, they must meet all guidelines associated with Parent Partner in Training requirement and the following trainings must be completed WITHIN ONE YEAR of committing to becoming a Parent Partner.

The following trainings and activities are required to be completed before becoming a Parent Partner:

- Domestic Violence (DV) 101, Mental Health, Family Team Decision-Making (FTDM), Cultural Competency, and Substance Abuse
  - Must shadowed and demonstrated skills with Veteran Parent Partners overserving the following activities:
    - Juvenile/CINA court process
    - Family Team Decision Meeting
    - Face to Face visit
    - Family Treatment Court (if applicable)
    - Removal Conference (PRC) - (if applicable)
- III. **Parent Partner** – This is a role only available to parents who have met all requirements of the Parent Partner in Training and Parent Partner in Training Mentoring criteria. The Coordinator along with potential Parent Partner must complete the Parent Partner

Training Verification and Approval form with the appropriate signatures and submit to the State Coordinator to receive approval from the Department of Human Services (DHS) Contract Manager. Once DHS contract manager has approved, Parent Partner shall be officially recorded as an approved Parent Partner.

### Parent Partner Responsibilities

1. Work intensively with parents to promote engagement in case plan activities via face to face visits, letter, emails, and/or phone calls.
2. Help maintain connections between parents and children by supporting the parent to advocate for their rights.
3. Assist in the goal of reunification and/or the development of appropriate alternative permanent plans.
4. Provide a sense of hope and inspiration through encouragement, outreach, and connecting parents with resources.
5. Maintain a high level of confidentiality regarding the parents that are being mentored.
6. Support families by attending FTDM, court, treatment, recovery groups, or other gatherings with parents.
7. Collaborate with Parent Partner team including the Parent Partner coordinator, planning committees, and others.
8. Request re-assignment if there is a conflict or concern (including if he or she knows the birth family or lives in close proximity).
9. At the request of the participant, Parent Partner may provide support when the participant meets with caseworker.
10. Be available for community outreach and training to include:
  - Committees related to child welfare
  - Child Welfare DHS New Worker orientation
  - Community Partnerships for Protecting Children (CPPC)
  - Speaking engagements and program awareness
  - Mount Pleasant Prison Parent Partner DHS awareness
  - Other meetings, trainings and activities
11. Complete required mentoring and community outreach forms/documents and submit to the Coordinator monthly.
12. Will report to the Coordinator if there are immediate and/ potential children safety concerns. (See section D for Protocol for Addressing Potential Safety Concerns)
13. Will **not** baby-sit or transport children.
14. Will **not** be used to supervise visits with children but can be available as a support during or after visitation.
15. Perform other duties as needed.

**IV. Lead Parent** – This is a role only available to a Parent Partner who has at least two years direct experience as a Parent Partner, has demonstrated the ability to assist the Coordinator, and is approved by the Contract Manager.

- A. Step 1 - If a Coordinator expresses interest in the need for a Lead Parent Partner for their specific site, the following steps apply:
- Notify and discuss option with Service Area Coordinator.
    - Items to be addressed:
      - The reason for a Lead Parent Partner
      - The total number of Parent Partners in the Coordinator's covered area
      - The total number of families being served
- B. Step 2. If it is determined that a Lead Parent Partner is needed the following steps apply:
- Service Area Coordinator will notify the State Coordinator
  - State Coordinator will contact Contract Manager for initial approval
- C. Step 3 - If it is determined by the State Coordinator and Contract Manager that a Lead Parent Partner is needed the following steps apply:
- Coordinator will notify parent partners of a Lead position
  - Coordinator will discuss the Lead parent partner form "Essential Duties and Responsibilities":
  - Parent Partners interested in applying will write/type a letter of interest to include:
    - Number of years they have been with the Parent Partner Program
    - Qualifications
    - Education experience
    - Trainings attended/committees
  - Coordinator and DHS Liaison will meet with the potential Lead Parent Partners and make a recommendation to the Service Area Coordinator
  - Service Area Coordinator will then notify State Coordinator of recommendation
  - State Coordinator will then meet and discuss the Lead Parent Partner role with the recommended Lead Parent Partner(s) and the Coordinator
  - State Coordinator will then make recommendation to Contract Manager by submitting a "Lead Parent Partner Approval Form" and "Contractor Approval Log"
  - Final determination and approval is given by the Contract Manager

#### Lead Parent Partner Responsibilities

Lead Parent Partners provide another level of peer support through coaching and mentoring Parent Partners in training and current Parent Partners. The Lead Parent Partner will work as a liaison between Parent Partners and the Coordinator. The Lead Parent Partner will be able to facilitate collaborative, supportive oversight among their assigned Parent Partner team, attend any community meetings approved by the Coordinator, support parent Partner about issues related to the delivery of mentoring services and guide individuals to utilize the most

effective approach to individual families. They will conduct follow up activities as needed, In addition the Lead Parent Partner will continue to mentor families.

- Will adhere to the Parent Partner Approach Handbook
- Maintain clear verbal and behavioral boundaries during all interactions in order to ensure the integrity of the program.
- Utilize clinical consultant for any questionable issues.
- Be available to participate in Eligibility Requirement meetings related to a Parent Partner.
- Respond to Parent Partner questions and assist in identifying resources for program an specific concerns they may have.
- In pursuit of higher education or training to enhance abilities/competencies to attend meetings and support families.
- Demonstrate good oral and written communication.
- Report to Coordinator as assigned to address any issues or concerns that may pose conflict, difficulty, or border on crossing behavioral or legal boundaries.
- Be able to effectively take direction from Coordinator.
- Build collaborative networks with providers, court partnerships, local child welfare office, and the community.
- Attend local steering committee and state advisory meetings and leadership meetings related to the Parent Partner program as assigned.
- Possess, or be willing to develop, the skills necessary to discuss their experiences in workgroups, panels, and on various boards and committee as the parents' voice.
- Be knowledgeable of issues related to the parent needs in the child welfare system.

V. **Parent Partner Coordinator** – This is a role that will successfully complete the Family Support Supervision course offered through the University of Iowa National Resource Center for Family Centered Practice as well as the 2-day supplemental Parent Partner Supervision training. In order to receive this certification, candidates must submit verification to state program manager that all training requirements have been met.

#### Parent Partner Coordinator Responsibilities

- Provide oversight of services and day to day tasks such as compensation, job assignments, and programmatic issues.
- Develop and coordinate with DHS to determine individualized referral process and target populations.
- Coordinate with DHS and Parent Partners to implement participant assignment process ensuring that:
  - a) Confidentiality and mandated reporting requirements will be addressed throughout duration of involvement
  - b) Assigned Parent Partner will be most appropriate based on participant's initial or assessed needs
  - c) Assigned Parent Partner will be matched with a family based on shared experience, with consideration for noncustodial parenting

- d) Parent Partner will contact participant within two working days of assignment.
  - e) Parent Partner can request re-assignment if there is a conflict or concern (including if he or she knows the birth family or lives in close proximity)
  - f) Meet with caseworker periodically during the duration of mentoring supports, as needed or requested by the participant.
  - g) Once a case is assigned, it will remain open depending on the needs of the family and the levels of involvement
  - h) Parent Partner cases can be closed at any time based on mutual agreement by all parties or by the participant.
- Review Parent Partner cases in weekly supervision with Parent Partner to discuss ongoing issues and case concerns.
  - Ensure clinical support for the Parent Partner on at least a monthly basis for clinical issues that arise in the provision of services.
  - Foster ongoing personal and professional development opportunities to Parent Partners that include speaking engagements, committee representation, trainings, conferences, etc. as available.
  - Implement use of statewide standardized paperwork including Parent Partner quarterly reporting form and other forms that may be developed.
  - Enter all state required data into the Parent Partner database within identified guidelines.
  - Provide information for Quarterly Reports.
  - Provide, schedule, and attend required training for Parent Partners and Parent Partners in Training.
  - Attend ongoing Service Area Steering Committee(s) meetings, meet regularly with DHS liaison and attend statewide meetings.
  - Ensure Service Area Steering Committee(s) is informed on progress, receives quarterly reports, and steering committee recommendations are incorporated into planning and implementation.
  - Ensure Iowa Parent Partner Approach statewide protocols are followed and are addressed appropriately.
  - Implement monthly client file reviews by random selection

**VI. Service Area Coordinators (SAC)** – This is a role that will have a strong understanding of the Parent Partner Approach and have experience working with DHS, courts, families and communities. They will serve as manager for their service area, implement the planned strategy for their service area, and report to the Statewide Coordinator. Although they do not provide direct service to parents on an on-going basis, they do provide the supervision to the Coordinators and are responsible for ensuring fidelity to the Parent Partner Approach.

Service Area Coordinator Responsibilities (SAC)

This will include on-going submission and review of the data within the service area:

- Make sure that the program is meeting the needs of the families, and that there is capacity within all counties in the service area.

- Provide bi-weekly supervision facilitated by face-to-face and/or conference call meetings for the full and part-time Parent Partner Coordinators.
- Provide consultation in case of problems.
- Identify and coordinate all training and trainers for the service area.
- Meet with Service Area DHS Liaison on a monthly basis for established, and bi-weekly to weekly for new or transitioning sites.
- Schedule, coordinate and attend Service Area Steering Committee meetings and Parent Partner meetings.
- Collaborate with the Statewide Coordinator, Coordinators and Parent Partners in marketing the program. This would include presentations; local, regional and state committee involvement; and developing marketing materials for the respective service area.
- Provide monthly client file audit by random selection.

**VII. Statewide Coordinator** – This is a role that will serve as the project manager with direct oversight and fiscal management of the statewide Parent Partner Program. Emphasis will be placed upon management of strong Service Area Coordinators and working with the Agency Contract Manager and Monitor. The Statewide Coordinator will reach out to key community stakeholders about the Parent Partner Approach.

**VIII. Clinical Support** – This role is a role of a licensed master-level clinician will facilitate monthly group support sessions for Parent Partners. The focus of the clinical support will be on Parent Partner issues as related to families served. The clinician will help Parent Partners identify potential “triggers” and provide consultation and/or tools to address issues. They will promote self-care and an understanding of compassion fatigue/vicarious trauma.

They will collaborate with the Coordinator to identify additional Parent Partner supports and concerns. The clinician will be available as needed for individual sessions to assist with assessing needs and to facilitate problem solving. They may also be involved in protocol to resolve Parent Partner eligibility.

In preparation for these responsibilities, the clinician will:

- understand the Parent Partner Approach by reviewing this Handbook, practice manuals and required forms
- complete Building A Better Future training
- understand the Child Protective Service system
- understand substance abuse, domestic violence, and mental health as well as the change process related to each of the issues
- maintain confidentiality within the program

**IX. Compensation**

Parent Partners, Parent Partners in Training, Parent Partners in Training Mentoring and Lead Parent Partners will be compensated at a competitive rate for time and expenses for all Parent Partner related activities including but not limited to mentoring supports, training, presentations, conferences and meetings.

## **X. Service Area Steering Committee**

Each DHS Service Area will have at least one steering committee, but there may be more than one. The Service Area Steering Committee membership includes DHS, Parent Partner, Parent Partner Coordinator/s, foster care parents, service providers and other child welfare (i.e. domestic violence, substance abuse, mental health, law enforcement, etc.). This steering committee meets at least quarterly to assess progress and provide guidance to the local site/s.

## **XI. Statewide Advisory Committee**

Three representatives (Parent Partner, Coordinator, and DHS Liaison) from each Parent Partner Program shall attend semi-annual meeting to provide feedback and guidance on implementation process, training improvement, policy recommendation and peer support activities.

### **D. Protocol for Addressing Potential Safety Concerns**

This protocol is intended to support Parent Partners as they mentor families to increase accountability, work toward recovery, and ensure safety for children. Participants will be made aware of the following protocol as part of the initial agreement to receive Parent Partner mentoring supports.

Parent Partners are required to report occasions of immediate and/or potential safety concerns. If a Parent Partner knows (observed or reported) that a participant they are working with has used a substance or had other concerning behavior related to child safety and/or their case plan, they will respond according to the situation:

- If the child is present or there is imminent danger, the Parent Partner will work with the Coordinator to make a referral for child abuse.
- If the child is not present, regardless of where the child is residing, there is still a potential for future safety concerns when the child returns home, the caseworker will be informed. Preference is for the Parent Partner to offer support for the participant to self-report to the caseworker. If they do not want to self-report, the Parent Partner will tell the parent they are required to tell the Parent Partner Coordinator, who will inform the caseworker.

### **E. Protocol for Resolving Eligibility Issues (to be used for role changes)**

This protocol is designed to promote individualized solutions for issues that face a Parent Partner (including Parent Partner in Training, Parent Partner in Training Mentoring, Lead Parent Partner). It is required only for those who wish to continue in their current role. This procedure will be followed if either of the circumstances below is alleged:

- Failure to meet eligibility criteria
- Performance and/or personal issues that interfere with the success of Parent Partners

### Steps to Resolve Eligibility

1. Coordinator will meet with Service Area Coordinator (SAC) and Parent Partner to determine if the concern(s) are valid enough to continue with this protocol.
2. Coordinator and Service Area Coordinator (SAC) together with the local clinician discuss the identified concern with the Parent Partner. They will discuss how the identified concern will affect the Parent Partner's ability to perform his or her roles.
  - If after this conversation, it is jointly determined that the concern does not impact the Parent Partner's eligibility to serve in his or her role, then the Parent Partner may continue as before.
  - If after the conversation, it appears the eligibility criteria are not met or the issue is unresolved and needs further attention, the Statewide Coordinator will be notified.
  - Statewide Coordinator reviews, assesses situation, identifies potential Review Team Members and presents recommendations to the Management Team. Once management team provides feedback and approval, the Statewide Coordinator organizes Review Team and schedules date for first Review Team meeting.
  - The Parent Partner and the Review Team agree to have a decision-making and planning meeting, which will include a complete discussion of the situation and the development of a clearly defined behavioral specific plan. To ensure success for the Parent Partner and mentoring services, this plan will identify:
    - a) time frames
    - b) assigned responsibilities
    - c) behavioral changes
    - d) crisis planning
3. Required members for the Review Team will include the Parent Partner, Statewide Coordinator (or appointee) and members approved by Management, and a content expert (for example, substance abuse treatment specialist for issues related to relapse). If a DHS assessment is involved, DHS will have representative on the Review Team. Others who may attend include supports identified by the Parent Partner.
4. Possible outcomes may include but are not limited to:
  - a) Parent Partner continues in his or her role with additional oversight and/or assistance.
  - b) Parent Partner may not mentor but may participate in activities such as attending clinical or coordination meetings with a plan to determine when and how he or she could resume Parent Partner mentoring.

- c) Parent Partner no longer meets the eligibility criteria for their current role. A plan may be developed and implemented to reinstatement the individual when the eligibility criteria are met.

## **F. Training**

The first six Trainings (\*) are required before one-on-one mentoring can begin. Remaining supplemental trainings (7-11) are required to be completed within one year of acceptance to the Parent Partner Approach. The Parent Partner approval process is not considered complete until all 11 trainings are completed.

All additional supplemental trainings (2-11) must be provided by a qualified individual, address each identified objective and shall be at least two hours or more in length. All training (other than BABF) can be provided individually or by group or media format, as long as it meets identified objectives. If there is related training being offered by another entity and it meets the identified objectives, this training may be utilized to meet the requirement.

### **1. Building a Better Future (BABF) Training \***

- To be provided by two approved co-trainers: a Parent Partner and a child welfare professional
- Must follow state approved curriculum
- Must be completed before Parent Partner can provide one-on-one mentoring

### **2. Mandatory Reporter Training \***

- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of mandatory reporter training procedures.
- Sites are encouraged to use local resources
- Must be completed before Parent Partner can provide one-on-one assistance
  - Training ensures that participants will have the opportunity to learn:
    - a) The history of when the law was enacted in Iowa and important definitions like MD Teams, Child Protection Centers and Safe Havens
    - b) Who is considered a permissive mandated verses a mandatory reporter
    - c) Each categories of abuse in Iowa
    - d) How a report is made
    - e) The three findings that are possible in a child abuse assessment: founded, confirmed not on the registry, and not confirmed

### **3. Boundaries and Safety Issues Training \***

- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of basic boundaries, ethics, and safety issues in a professional atmosphere with special attention to children, families, domestic violence, substance use, mental health, etc.
- Sites are encouraged to use qualified local resources
- Must be completed before Parent Partner can provide one-on-one assistance
- Training ensures that participants will have the opportunity to:

- Learn the importance of appropriate boundaries to the working relationship, positive outcomes, and their own mental health
  - a) Learn how to set and maintain appropriate physical and emotional boundaries between themselves and those they will mentor
  - b) Learn about types of potentially harmful dual relationships when working as a parent partner: Intimacy, Emotional/Dependency, Personal Benefit/Gain, etc.
  - c) Learn tips and methods to avoid falling into the above dual relationships
  - d) As a group define and discuss ethical behaviors of Parent Partners - to include but not limited to: behavior in the working relationship, behavior when not acting as a Parent Partner, empowerment, dual relationships, confidentiality, honesty, self-disclosure, conflicts of interest
  - e) Learn about the importance of self-care
  - f) Discuss potential conflicts and resolve as a group
  - g) Gain awareness of consequences and/or responsibilities of unethical behavior

#### **4. DHS 101 Training \***

- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of Iowa DHS practices, protocol, and procedures
- Sites are encouraged to use local resources
- Must be completed before Parent Partner can provide one-on-one assistance
- Training ensures that participants will have the opportunity to:
  - a) Gain an understanding of DHS role
  - b) Articulate justifications for removal
  - c) Navigate through a case plan and other basic court documents
  - d) List the types of placements available to youth in DHS custody
  - e) Gain a general understanding of the Child and Family Service Review (CFSR) and required federal outcomes how these affects families
  - f) Articulate the intake process
  - g) Explain the types of court hearings
  - h) Gain an understanding of Differential Response

#### **5. Family Interaction Overview Training \***

- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of Family Interaction plans, policies and procedures
- Sites are encouraged to use local resources
- Must be completed before Parent Partner can provide one-on-one assistance
- All Parent Partners in training will need an initial understanding and overview of Family Interaction.
- Training ensures that participants will have the opportunity to gain a clear understanding of a Family Interaction Plan including:
  - a) The primary purpose of family interaction
  - b) Clearly identify the goals of Family Interaction
  - c) Have knowledge of the Family Interaction Guidelines: including language such as

- Threats of Maltreatment, Child Vulnerability, and Protective Capacities
- d) Identify and understand the safety assessment outcomes including unsafe, conditionally safe and safe.

## **6. Confidentiality Training\***

- To be provided by a qualified individual or group with an appropriate combination of experience working with and knowledge of confidentiality.
- Sites are encouraged to use local resources
- Training ensures that participants will have the opportunity to:
  - a) The philosophy behind confidentiality and HIPPA
  - b) Handling confidential paperwork
  - c) Understanding release
  - d) Communication with professional
  - e) Social encounter with families being mentor
  - f) Understanding consequences of using social media

The following supplemental trainings are required to be completed within one year of acceptance to the Parent Partner Approach. A Parent Partner may complete these trainings while providing one-on-one mentoring. The approval process is not considered complete until all 11 trainings are completed. Additional supplemental training may be provided as indicated by local need or interest.

All training (other than BABF) can be provided by an individual or group or media format that is able to assure the stated objectives can be met. Trainings may be provided more than once if determined necessary.

## **7. Domestic Violence (DV) 101 Training**

- To be provided by a qualified individual or group with an appropriate combination of experience working with and knowledge of DV issues
- Sites are encouraged to use local resources
- Training ensures that participants will have the opportunity to:
  - a) Learn dynamics of domestic violence via use of the Power and Control Wheel
  - b) Examine myths and stereotypes about victims and perpetrators of domestic violence and learn how those myths and stereotypes perpetuate domestic violence in our society
  - c) Learn about impact of domestic violence on children and parenting skills
  - d) Learn common techniques for working with domestic violence victims (interviewing skills, active listening, avoiding victim-blaming, etc.)
  - e) Learn about the impact of intervention on safety for victims of domestic violence and their children
  - f) Learn basic safety planning techniques for victims
  - g) Learn basic safety planning techniques for themselves when working in a home with known domestic violence issues
  - h) Learn how to examine one's own past or present experiences with domestic violence in order to ensure proper emotional boundaries and appropriate work with birth parents

## **8. Mental Health Training**

- To be provided by a qualified individual or group with an appropriate combination of experience working with and knowledge of mental health issues
- Sites are encouraged to use local resources
- Training ensures that participants will have the opportunity to:
  - a) Learn the Institute Mental Health Network
  - b) Receive a Mental Health Task Force Overview
  - c) Understand what causes stress and depression
  - d) Distinguish the definition and kinds of depression (including but not limited to seasonal, post-partum, bereavement, clinical, bi-polar)
  - e) Know approved treatments for and signs and symptoms of various depressions
  - f) Learn facts about suicide and resources available for those struggling with thoughts of suicide
  - g) Know the environmental and sociological influences of mental health
  - h) Hear examples of how to help individuals with mental health issues and learn what not to say or do
  - i) Ask questions about suicide, depression, and mental health
  - j) Build their skills regarding mental health and suicide prevention in their area

## **9. Family Team Decision-Making (FTDM) Overview**

- All Parent Partners in training will need an initial understanding and overview of FTDM in order to mentor families. It's highly recommended, but not required, that all Parent Partners and Coordinator to attend a complete 18 hour FTDM training when possible.
- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of FTDM practice and purpose
- Sites are encouraged to use local resources
- Training ensures that participants will have the opportunity to learn the skills to:
  - a) Recognize all families' have strengths
  - b) Treat all families with dignity and respect
  - c) Understand families can make well-informed decisions about keeping their children safe
  - d) Encourage and support families to make decisions and plans
  - e) Improve outcomes by involving families in the decision-making process
  - f) Use a strength-based approach instead of a deficit-based model
  - g) Produce positive solutions for change with a team approach
  - h) Be open and honest with the family and staff
  - i) Accept families' definition of their members, that may extend beyond the primary birth family
  - j) Meet the unique situations and needs of the families with individualized plans
  - k) Implement non-conventional and creative solutions
  - l) Respect if child abuse or child neglect are involved, the child welfare agency approves the plan based on safety, permanency, and stability for the child/ren
  - m) Enhance family plans with FTDM's throughout the life of the case

## **10. Cultural Competency Training**

- To be provided by a qualified individual or group who has the appropriate combination of experience with and knowledge of a particular cultural issue within or pertinent to the local site's coverage area, therein including state, domestic, foreign, and/or global interests
- Cultural competency trainings should not be limited to race, but can include ethnic background, religion, gender identity, sexual preference, economic status, single parenting, lack of natural and/or professional resources, extended family connections and other family dynamics, blindness, rural vs. urban living, etc.
- Sites are encouraged to use local resources

#### **11. Substance Abuse Training**

- To be provided by a qualified individual or group with an appropriate combination of experience working with and knowledge of substance abuse issues
- Sites are encouraged to use local resources
- Training ensures that participants will have the opportunity to:
  - a) Learn what addiction is
  - b) Differentiate between manifested addiction within men and women
  - c) Recognize a connection between substance abuse and mental illness
  - d) Identify the impact of substance use and abuse, and production of methamphetamines on children
  - e) Learn about effective treatment and recovery
  - f) Recognize readiness to change
  - g) Motivate parents into treatment and enhance treatment readiness
  - h) Support recovery and enhance treatment effectiveness

**Building A Better Future Trainer** – In order to be approved as a BABF trainer, a Parent Partner and a professional must have prior approval from Statewide Coordinator and Contract Manager before they can begin the application process.

#### **Criteria to become an Approved Building A Better Future Trainer**

- The application process includes the following:
- For applications to become an approved trainer, contact the state program manager. Applicants must meet the following criteria:
  - Has experience working with Parent Partner Approach and knowledge of Iowa protocol and philosophy
  - Is available for training
  - Participates/observes a BABF training within the last two years and attends all additional required Parent Partner training as identified in Parent Partner Approach Handbook.
  - Able to commit to and participate in annual Train-the-Trainer workshop
  - Co-trains at least two complete BABF trainings with a Master Trainer
  - Presents all modules of BABF and receives a satisfactory on completed evaluations from Master Trainer
  - Attend annual Train-the-Trainer session

- Submit completed application to Statewide Coordinator

**Become Building A Better Future Master Trainer** –In order to be approved as a BABF Master Trainer, a Parent Partner or a professional must have prior approval from Statewide Coordinator and Contract Manager before they can begin the application process.

**Criteria to become an Approved Master Building A Better Future Trainer**

- Is an approved BABF trainer, or has completed the necessary requirements to become an approved trainer
- Has facilitated at least four BABF training after becoming an approved trainer
- Received an average participant evaluation rating of 4 for trainings provided on the BABF curriculum
- Is willing and able to coach and mentor trainees
- Attend annual Train-the-Trainer session
- Submit completed application to Statewide Coordinator

**Attachment G**  
**PARENT PARTNER QUICK STATS**  
**State Fiscal Year 2018**

**Scope of Parent Partner Activities:**

As of the annual reporting period ending June 30, 2018, there were approximately 150 Parent Partners (including Parent Partners in Training Mentoring) assigned to 2,135 individuals in 99 counties. Parent Partners continue to provide support for families involved in Treatment Court. The types and number of support provided to participant SFY 18 this year by Parent Partners includes, but is not limited to:

**Mentoring Supports**

- FTDM: 1110
- Support family in Court: 5238
- Support parent before/after visitation: 2117
- Face-to-face contact (not including the items above): 28,267

**Outreach Activities**

- Committees related to child welfare: state 20, local 163
- Child welfare DHS new worker orientation: state 2, local 2
- Community Partnership for Protecting Children: state 5, local 318
- Speaking engagements and program awareness: state 1, local 171
- Other meetings, trainings and activities: state 27, local 695

**Building a Better Future Trainers**

Currently there are approximately 10 approved trainers and 10 master trainers available statewide.

Attachment H



**Parent Partner  
Training Verification and Approval**

Parent Partner Name: \_\_\_\_\_ Date Applying to be PP: \_\_\_\_\_

E-mail: \_\_\_\_\_  
 DHS Service Area:  WSA  DMSA  CRSA  ESA  NSA  
 Veteran Parent Partner: \_\_\_\_\_

Counties Serving: \_\_\_\_\_

The Parent Partner meets **eligibility requirements** as outlined in the Iowa Parent Partner Approach Governing Philosophy, Policy & Protocol.

**Trainings**

The following trainings MUST be completed BEFORE any one on one mentoring takes place:

- |  | Date Completed |
|--|----------------|
| <input type="checkbox"/> Building a Better Future (BABF) | _____          |
| <input type="checkbox"/> Mandated Reporting              | _____          |
| <input type="checkbox"/> Confidentiality                 | _____          |
| <input type="checkbox"/> Boundaries and Safety Issues    | _____          |
| <input type="checkbox"/> DHS 101                         | _____          |
| <input type="checkbox"/> Family Interaction Overview     | _____          |

The following trainings MUST be completed WITHIN ONE YEAR of committing to become a Parent Partner:

- |   | Date Completed |
|---|----------------|
| <input type="checkbox"/> Domestic Violence (DV) 101 | _____          |
| <input type="checkbox"/> Mental Health              | _____          |
| <input type="checkbox"/> Family Team Meeting (FTM)  | _____          |
| <input type="checkbox"/> Cultural Competency        | _____          |
| <input type="checkbox"/> Substance Abuse            | _____          |

**Shadowed Veteran Parent Partner**

- Juvenile/CINA court process
- Family Team Decision Meeting (FTDM)
- Face to Face visit
- Family Treatment Court (if applicable)
- Removal Conference (PRC) - (if applicable)

**Must shadowed & demonstrated skill with VPP observing the following activities:**

- Juvenile/CINA court process
- Family Team Decision Meeting
- Face to Face visit
- Family Treatment Court (if applicable)
- Removal Conference (PRC) - (if applicable)

- Successfully **shadowed and demonstrated skills necessary to be matched** with a family.
- I recommend that the individual mentioned above be approved as a Parent Partner.

\_\_\_\_\_  
Signature of Parent Partner Date

\_\_\_\_\_  
Signature of Local Coordinator Date

\_\_\_\_\_  
Signature of Service Area Coordinator Date

## Attachment I

### **Participant Profile (Referral/Intake) Form**

#### **Purpose:**

This form is a communication tool for the referral process and is used to collect general intake information needed by the Parent Partner Program to provide support for the participant.

#### **Who completes form?**

- Referring person should complete as much of the form as possible (aside from the section for program use only) and forward to the Local Coordinator via e-mail or hard copy.
- The Local Coordinator and/or Lead Parent Partner should meet with the participant to complete the rest of the form.

- 

#### **When is form to be completed?**

- This will allow the Local Coordinator to make a decision to provide support for the participant.
- Upon completion of this form it must be entered into the database within 30 days.

#### **What to do with form?**

- This form contains **confidential information** about the participant and should be respected as such. It should never be left out unattended, nor should the information be shared with others. Treat the information as securely as you'd want others to treat your personal information.
- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

- This information is primarily used to determine whether or not the participant will be accepted as an appropriate referral.
- This information will be used to determine a Parent Partner match.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.



## PARENT PARTNER PROGRAM – PARTICIPANT PROFILE REFERRAL AND INTAKE FORM

### REFERRAL / INTAKE INFORMATION

Person Making Referral: \_\_\_\_\_ Date of Referral: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Referral agency:  DHS  Self  Other: \_\_\_\_\_

Does the participant know a referral is being made?  Yes  No Release signed?  Yes  No

Reason for referral: \_\_\_\_\_

Has the participant attended a Family Team Decision Making Meeting (FTDM)?  Yes  No

Date of FTDM (if different from referral date): \_\_\_\_\_ Time of FTDM: \_\_\_\_\_

Current concerns:  Domestic Violence  Substance Abuse  Mental Health—Participant  
 Housing  Physical Abuse  Mental Health—Child(ren)  
 Child(ren) Supervision  Sexual Abuse  Other \_\_\_\_\_

DHS Worker (if different from 'Person Making Referral'): \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### PARTICIPANT INFORMATION

Referred Participant Name (Last, First): \_\_\_\_\_  Mother  Father

Participant FACS ID#: \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Youngest Child FACS ID#: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Current Address: \_\_\_\_\_

*(Street Address, City, State, Zip Code)*

County \_\_\_\_\_ Email Address: \_\_\_\_\_

### PARTICIPANT'S FAMILY INFORMATION

Other Participant Name (Last, First): \_\_\_\_\_  Mother  Father

Has this participant been referred to the PP program?  Yes  No

**(Turn over for page 2)**

Does this participant share custody of children?  Yes  No  Other

Explain: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Is this case considered  In home  Out of home \*\* If out of home, date and reason: \_\_\_\_\_

\*\* This includes parents who can only reside with their children under special conditions directed by the courts (i.e. substance abuse treatment or relative care).

Child(ren)'s placement information \_\_\_\_\_

Has this participant had prior involvement with DHS?  Yes  No

If yes, when & why? \_\_\_\_\_

Date of next FTDM: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Date of next court date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Full Name of Participant Member	Relationship	Date of Birth (MM/DD/YY)	Gender (M/F)	Race*	Hispanic/Latino?
	<b>PARTICIPANT (SELF)</b>				

\*Mark all that apply: American Indian/Alaska Native (AI/AN), Black/African American (B), White (W), Asian (A), Native Hawaiian/Other Pacific Islander (NH/PI), Don't Know (DK), Refused (R) or "Other"—specify.

Attempts to contact Participant	Date	Type (phone, email, FTF)	Comments

Result of Referral:  Client accepted  Client declined support  Client not appropriate for support

PP Assigned (name): \_\_\_\_\_ Date: \_\_\_\_\_

Date of Entry of Intake in database: \_\_\_\_\_ Date of Intake Completion: \_\_\_\_\_

## Attachment J

### **Self-Assessment (ENTRY)**

#### **Purpose:**

The form is used to find out where the participant is in terms of program needs and support when they first become involved with the Parent Partner Mentoring Process. This form can also be used as an engagement tool for a participant new to the program.

#### **Who completes form?**

- The form is to be completed by the participant with the support of the Parent Partner.

#### **When is the form to be completed?**

- This form should be completed as soon as possible.
- Upon completion of this form it must be entered into the database within 30 days.

#### **What to do with the form?**

- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

- The information will help to understand a participant's current abilities on a number of items related to their individual goals and the goals of the Parent Partner Program.
- This form may be used as a tool to measure the participant's progress during the Parent Partner Mentoring Process.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.

**Attachment K**

**PARENT PARTNER PROGRAM - SELF ASSESSMENT (ENTRY)**



This form is to be completed by the participant with the support of the Parent Partner upon entry to the Parent Partner Program. Ask the participant to use the scale at the top of the table to assess their current level for each item.

- Mark the number that corresponds to the participant's current self-assessment for each scale item in the far right column.

Participant being Mentored:	FACS ID#:
Parent Partner:	Date:

**Using the scale below, mark the number in the far-right column to indicate the participant's assessment on each item.**

Never (1)	Rarely (2)	Sometimes (3)	Often (4)	Always (5)	
					<b>ENTRY ASSESSMENT</b>
1.	I am able to find the community resources I need to keep my child(ren) safe.				
2.	I am able to complete the steps necessary to get the community resources I need.				
3.	I am able to effectively manage my situation to keep my child(ren) safe when times are stressful.				
4.	I am able to make the appropriate decisions for myself and my family.				
5.	I have others who will listen when I need to talk about my problems.				
6.	I have others who will support positive choices and changes I make.				
7.	I talk reasonably and honestly with others about my situation and problems.				
8.	If there is a crisis in my life I have someone I can talk to.				
9.	I am able to effectively speak up for myself and my family to DHS and other service providers.				
10.	I am able to listen to DHS and other service providers and understand their concerns with my situation.				
11.	I feel comfortable when talking with my DHS worker or other service providers.				

**Using the scale below, please mark the box that best describes your current relationship with your DHS worker.**

<input type="checkbox"/> Very Negative	<input type="checkbox"/> Negative	<input type="checkbox"/> Neutral	<input type="checkbox"/> Positive	<input type="checkbox"/> Very Positive
--	-----------------------------------	----------------------------------	-----------------------------------	--

*Please use the space below to provide any additional comments regarding any of the statements above.*

## **Attachment K**

### **Parent Partner Monthly Activity Tracking Form**

#### **Purpose:**

To track the individual activities of each Parent Partner to enable reporting site activity quarterly.

#### **Who completes form?**

- Each Parent Partner completes the form each month.

#### **When is form to be completed?**

- The form should be completed throughout the month following any activity with an assigned participant or outreach activities pertaining to the Parent Partner Program or Child Welfare. Upon completion of this form it must be entered into the database within 30 days.

#### **Instructions for completing the form – Activities with each participant mentored**

- Parent Partner may use one form per month and include all activities with all participants; or they may choose to use one form for each family they are working with and combine the information for a monthly report to be turned in to the Local Coordinator.
- **Other face-to-face contact column** is to be used only if the contact does not fit another category listed on the form. For example, attending a FTDM does not count as both – FTDM and – Other face-to-face contact - just FTDM.
- **Phone conversations** is to be used to record conversations with each participant.
- **Text or e-mail** is to be used to record the separate conversations with each participant.

#### **Instructions for completing the form – Program activities**

- Parent Partner should record involvement in all meetings, trainings and other activities specific to Parent Partners and child welfare in general.
- Indicate if local, state, or service area.
- Describe involvement—presenter, participant, guest, etc.
- NOTE: If you are recording individual participants on separate Monthly Tracking Forms, be sure to fill out your program activities only ONCE on one of the forms.

#### **What to do with form?**

- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

The Local Coordinator uses the information to report quarterly site activity on standard reporting form to the state coordinator.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.





## Attachment L

### **Self-Assessment (EXIT)**

#### **Purpose:**

- The form is used to assess the participant's progress in meeting their needs based on individual and program goals.

#### **Who completes form?**

- The form is to be completed by the participant's with the support of the Parent Partner upon exiting the program.

#### **When is form to be completed?**

- The form should be completed within 2 weeks prior to a participant's expected leave date in the Parent Partner Program, or as near to their exit date as possible.
- Upon completion of this form it must be entered into the database within 30 days.

#### **What to do with form?**

- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

- The information on this form will be used to determine the changes the participant has experienced through the Parent Partner Mentoring Process. This form is a mirror copy of the form they complete at entry to the program, and can be used to encourage the participant to identify the positive changes they have made for themselves and their families.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.

**PARENT PARTNER PROGRAM - SELF ASSESSMENT (EXIT)**



This form is to be **completed by the Parent Partner with the participant** upon exit from the Parent Partner Program. There are two ratings to be completed:

- First, ask the participant to "think back to when they first began the Parent Partner Program" and assess their level when they first started. Mark the number that corresponds to the participant's RETROSPECTIVE self-assessment for each scale item in the left column.
- Then ask the participant to assess their current level. Mark the number that corresponds to the participant's EXIT self-assessment for each scale item in the right column.

Participant being Mentored:	FACS ID#:
Parent Partner:	Date:

Using the scale below, mark the number in the correct column to indicate the participant's assessment on each item.				
Never (1)	Rarely (2)	Sometimes (3)	Often (4)	Always (5)
RETROSPECTIVE ASSESSMENT				EXIT ASSESSMENT
	1.	I am able to find the community resources I need to keep my child(ren) safe.		
	2.	I am able to complete the steps necessary to get the community resources I need.		
	3.	I am able to effectively manage my situation to keep my child(ren) safe when times are stressful.		
	4.	I am able to make the appropriate decisions for myself and my family.		
	5.	I have others who will listen when I need to talk about my problems.		
	6.	I have others who will support positive choices and changes I make.		
	7.	I talk reasonably and honestly with others about my situation and problems.		
	8.	If there is a crisis in my life I have someone I can talk to.		
	9.	I am able to effectively speak up for myself and my family to DHS and other service providers.		
	10.	I am able to listen to DHS and other service providers and understand their concerns with my situation.		
	11.	I feel comfortable when talking with my DHS worker or other service providers.		

Using the scale below, please mark the box that best describes your <u>current</u> relationship with your DHS worker.				
<input type="checkbox"/> Very Negative	<input type="checkbox"/> Negative	<input type="checkbox"/> Neutral	<input type="checkbox"/> Positive	<input type="checkbox"/> Very Positive

Please use the space below to provide any additional comments regarding any of the statements above.

## **Attachment M**

### **Parent Partner Program – Participant Feedback (EXIT)**

#### **Purpose:**

- The purpose of this form is to receive feedback from the participant regarding their experiences in the Parent Partner Program.

#### **Who completes form?**

- The participant should complete this form on their own. Due to potential biases, the Parent Partner should not be present when the participant is completing the form.
- If privacy is a concern, the participant can request an addressed-and-stamped envelope to mail the completed form back in to the Local Coordinator.

#### **When is form to be completed?**

- The form should be completed upon participant exiting the program.
- Upon completion of this form it must be entered into the database within 30 days.

#### **What to do with form?**

- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

- The information is used to assess the participant's experiences with the Parent Partner program. It may also be used to identify the challenges of working with the participant, while also highlighting the strategies that were successful for a Parent Partner.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.



**PARENT PARTNER PROGRAM - FEEDBACK FORM (EXIT)**

This form is to be completed by the participant upon exit from the Parent Partner program.

- The participant should evaluate the quality of the statements from his or her perspective.
- There are TWO sections to this checklist; be sure to complete both.
- The completed form should be returned to the Local Coordinator.

Participant being mentored:	FACS ID#:
Parent Partner:	Date:

Using the scale below, mark the appropriate box to indicate your response for each item.						
	Never	Rarely	Sometimes	Often	Always	My participant declined or did not participate (N/A)
<b>MY PARENT PARTNER...</b>						
1.	Encouraged me to fulfill their case plan activities					
2.	Had regular face to face visits with me					
3.	Had other (email, phone, web) communication and contact with me					
4.	Advocated for me and my family for needed resources					
5.	Was encouraging to me and my family					
6.	Connected me with community resources					
7.	Helped me connect with the community					
8.	Coached me on communication strategies					
9.	Supported me at FTM, court, treatment, other gatherings					
10.	Coached me on what to expect throughout the process					
Please provide additional comments regarding the degree to which your Parent Partner helped your family through the program. If you rated any of the above statements as "Always" or "Rarely" or "Never," please explain <u>why</u> below.						

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Using the scale below, mark the appropriate box to indicate your response for each item.						
		Significant Improvement	Some Improvement	Remained the Same	Decreased	Don't Know
<b>PLEASE RATE YOUR IMPROVEMENT ON YOUR ...</b>						
1.	Relationship with people who are able to connect you with resources					
2.	Relationship with people who support your positive changes					
3.	Level of communication with your DHS worker					
4.	Level of communication with your attorney(s)					
5.	Ability to advocate appropriately for yourself & your family					
6.	Knowledge of what needs to be done for custody of your children					
7.	Ability to get to appointments on time (visitation, FTMs, counseling session, substance abuse treatment, etc.)					
8.	Ability to find community resources for your family					
9.	Knowledge of who to contact with needs or concerns regarding your case					
10.	Level of personal responsibility and accountability for your actions					
11.	Willingness to make changes					
<p><i>If you rated any of the above statements as "Significant Improvement" or "Remained the Same" or "Decreased," please explain <u>why</u> below. Note that "Remained the Same" could mean that no change was needed, or the indicator was satisfactory to begin with.</i></p>						

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## Attachment N

### **Fidelity Checklist & Participant Outcome:**

#### **Purpose:**

- The purpose of this form is to review key components of the Parent Partner support to ensure that there is consistency among Parent Partner's.
- This form is intended to evaluate the effectiveness of the support provided, not the personal behavior of the Parent Partner nor the participant.
- The form may also be used as a tool to assess the fidelity of the Parent Partner Program.

#### **Who completes form?**

- This form should be completed by the Parent Partner and the Local Coordinator or Lead Parent Partner.

#### **When is form to be completed?**

- The form should be completed upon the participant exiting the program.
- Upon completion of this form it must be entered into the database within 30 days.

#### **What to do with form?**

- The Local Coordinator will enter the information into the database and keep the form in a secured locked location once it has been completed.

#### **How is the information used?**

- The form will be used to assess a participant's experienced through the Parent Partner Mentoring Process. It is not a way to evaluate an individual Parent Partner, but rather to evaluate the participant's experience with the mentoring process overall.
- The Local Coordinator may use the information on this form to discuss the participant's overall case with the assigned Parent Partner.

#### **Where is this information kept after the participant is no longer involved?**

- This information remains in a secured locked location for ten years following a participant's exiting the program, this form is destroyed.



**PARENT PARTNER PROGRAM  
FIDELITY CHECKLIST & PARTICIPANT OUTCOME ASSESSMENT**

This form is to be completed by the Parent Partner with the Local Coordinator or Lead Parent Partner upon the participant exiting from the program. Consider using participant file and database records as a reference when completing this form.

- THERE ARE TWO SECTIONS TO THIS CHECKLIST; BE SURE TO COMPLETE BOTH.

Participant being mentored:	FACS ID#:
Parent Partner:	Date:

Using the scale below, mark the appropriate box to indicate your response for each item.							
		Never	Rarely	Sometimes	Often	Always	My parent declined or did not participate (N/A)
<b>THE PARENT PARTNER...</b>							
1.	Encouraged the participant to fulfill their case plan activities						
2.	Had regular face to face visits with the participant						
3.	Had other (email, phone, web) communication and contact with the participant						
4.	Advocated for the participant for needed resources						
5.	Encouraged the participant						
6.	Connected the participant with community resources						
7.	Helped the participant connect with the community						
8.	Coached the participant on communication strategies						
9.	Supported the participant at FTDM, court, treatment, other gatherings						
10.	Coached the participant on what to expect throughout the process						
Please provide additional comments regarding the participant's performance on these activities throughout the Parent Partner Program. If you rated any of the above statements as "Always" or "Rarely" or "Never," please explain why below.							

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Using the scale below, mark the appropriate box to indicate your response for each item.						
		Significant Improvement	Some Improvement	Remained the Same	Decreased	Don't Know
<b>PLEASE RATE THE PARTICIPANT IMPROVEMENT ON THEIR ...</b>						
1.	Relationship with people who are able to connect them with resources					
2.	Relationship with people who support their positive changes					
3.	Level of communication with their DHS worker					
4.	Level of communication with attorney(s)					
5.	Ability to advocate appropriately for themselves & family					
6.	Knowledge of what needs to be done for custody of their children					
7.	Ability to get to appointments on time (visitation, FTMs, counseling session, substance abuse treatment, etc.)					
8.	Ability to find community resources for their family					
9.	Knowledge of who to contact with needs or concerns regarding their case					
10.	Level of personal responsibility and accountability for their actions					
11.	Willingness to make changes					
<p><i>If you rated any of the above statements as "Significant Improvement" or "Remained the Same" or "Decreased," please explain <u>why</u> below. Note that "Remained the Same" could mean that no change was needed, or the indicator was satisfactory to begin with.</i></p>						

**Attachment O**  
Parent Partner Approach – Quarterly Activity Report

# Quarterly Activity Report

1. Parent Partner Program Participants	
Be sure to check last quarter's numbers to avoid duplication.	
1a. # <b>Parent Partners</b> in the program (on last day of the quarter) (count all Parent Partners eligible to mentor whether they are matched or not)	<b># PP</b>
1b. <b>Parent Partners # new and # who left the program</b> (reflects activity in this category during the quarter)	<b>NEW</b>
1c. # <b>Parent Partners In Training - Mentoring in the program</b> (on last day of the quarter)	<b>#PP in Training Mentoring</b>
1d. <b>Parent Partners In Training - Mentoring # new and # who left the program or became PP</b> (reflects activity in this category during the quarter)	<b>NEW</b>
1e. # <b>Parent Partners In Training in the program</b> (on last day of the quarter)	<b>#PP in Training</b>
1f. <b>Parent Partners In Training # new and # who left the program or became PP</b> (reflects activity in this category during the quarter)	<b>NEW</b>

2. Parent Partner Activities		
Column [1] indicate the <b># of participants who were helped with the identified activities</b> by a Parent Partner		
Column [2] indicate the total <b># of times Parent Partners engaged in the activity</b>		
Example: in 2a, if 5 participants each had 1 Parent Partner present at 2 FTDMs, then [1] is 5 and [2] is 10		
Column [1] should not be greater than Column [2]. Column [1] should not be greater than number in 3a.		
	[1] # participants who had a Parent Partner help with <b>this activity</b>	[2] total # times Parent Partners participated
2a. Supported participant in connecting to Informal supports (i.e. AA, NA, church, neighbors)		
2b. Supported participant before/after family interaction (visitation)		
2c. Helped participant access needed services		
2d. Attended FTDM		
2e. Supported participant at court		
2f. Attended other meeting related to participant		
2g. Face-to-face contact with participant		
2h. Had phone conversation with participant		

2i. Had text or e-mail conversation with participant related to the case		
--	--	--

3. Participants Results		
3a. # of Parent Participants		
3b. # of Participants Children		
3c. # of Referrals		
3d. # of Intakes		
3e. # Cases Closed		
· # DHS cased closed		
· # Incarcerated		
· # Mutual agreement that support is no longer needed		
· # No contact from participant		
· # Termination of Parental Rights		
· # Went to treatment		
· # Other situation at closing (explain):		

4. Parent Partner Program Activities				
Indicate the total # of times Parent Partners and/or coordinator were involved in each activity and list details below.				
		# times		# people
	<b>State</b>	<b>Local</b>	<b>State</b>	
4a. Committees related to child welfare				
4b. Child Welfare DHS new worker orientation				
4c. Community Partnerships for Protecting Children (CPPC)				
4d. Speaking engagements and program awareness				
4e. Other meetings, trainings and activities				

4a. Committees Related to Child Welfare			
<i>Date</i>	<i>Activity Title</i>	<i>Description of Participation or Role in</i>	<i>State and/or Service Area</i>

<b>4b. Child Welfare DHS New Worker Orientation</b>			
<i>Date</i>	<i>Activity Title</i>	<i>Description of Participation or Role in</i>	<i>State and/or Service Area</i>
<b>4c. Community Partnerships for Protecting Children (CPPC)</b>			
<i>Date</i>	<i>Activity Title</i>	<i>Description of Participation or Role in</i>	<i>State and/or Service Area</i>
<b>4d. Speaking Engagements and Program Awareness</b>			
<i>Date</i>	<i>Activity Title</i>	<i>Description of Participation or Role in</i>	<i>State and/or Service Area</i>
<b>4e. Other meetings, trainings and activities</b>			
<i>Date</i>	<i>Activity Title</i>	<i>Description of Participation or Role in</i>	<i>State and/or Service Area</i>

## Attachment P

Attachment P is the Budget Form that is posted as an Excel document on the state's procurement website along with this RFP.

### Attachment Q: 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 bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the bidder. See RFP Section 3.1 regarding bidder exceptions to contract language.)*

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

## CONTRACT DECLARATIONS AND EXECUTION

<b>RFP #</b>	<b>Contract #</b>
ACFS -20-005	<i>{To be completed when contract is drafted.}</i>
<b>Title of Contract</b>	
<i>{To be completed when contract is drafted.}</i>	

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:

<b>Agency of the State (hereafter “Agency”)</b>	
Iowa Department of Human Services	
<b>Contractor: (hereafter “Contractor”)</b>	
<b>Contract Information</b>	
<b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>	<b>End Date of Base Term of Contract:</b> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b>	
<b>Contractor a Business Associate?</b> Yes	<b>Contractor subject to Iowa Code Chapter 8F?</b> Unknown
<b>Contract Include Sharing SSA Data?</b> No	<b>Contractor a Qualified Service Organization?</b> Yes
<b>Contract Warranty Period (hereafter “Warranty Period”):</b> The term of this Contract, including any extensions.	<b>Contract Contingent on Approval of Another Agency:</b> No
<b>Security &amp; Privacy Office Data Confirmation Number:</b> ISPO-18-13	
<b>Contract Payments include Federal Funds?</b> Yes	
<b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient or vendor <i>{To be completed when contract is drafted.}</i>	
<b>DUNS#:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Office of Child Support Enforcement (“OCSE”) Funded Percentage:</b> <i>{To be completed when contract is drafted if applicable.}</i>	
<b>The Name of the Pass-Through Entity:</b> <i>{To be completed when contract is drafted.}</i>	
<b>CFDA #:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Grant Name:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Federal Awarding Agency Name:</b> <i>{To be completed when contract is drafted.}</i>	

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

## SECTION 1: SPECIAL TERMS

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

*{To be completed when contract is drafted.}*

### **1.2 Contract Purpose.**

*{To be completed when contract is drafted.}*

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

#### **1.3.2 Performance Measures.**

#### **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:  
    replace with new

**1.3.3.2 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 will 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 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 Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

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

**1.3.3.4 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 as follows:

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

**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 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.

**1.3.4.4 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 1<sup>st</sup> 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 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](http://www.dom.state.ia.us/appeals/general_claims.html).

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

**1.3.4.6 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.

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

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

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

## SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

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

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

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

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

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

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the

Solicitation, if this Contract arises out of a competitive process.

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

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

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

independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

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

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

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

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

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

Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

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

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

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

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

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

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

sixty (60) days prior to the expiration of the initial term or renewal term.

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

**2.4 Compensation.**

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

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

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

**2.5 Termination.**

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

correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

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

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

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

**2.5.1.4** The Contractor terminates or suspends its business;

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

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

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

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

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

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

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

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

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

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

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

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

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

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

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

**2.5.5 Limitation of the State's Payment**

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

accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

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

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

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

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

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

**2.5.6 Contractor's Contract Close-Out Duties.**

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

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

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

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

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

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

**2.5.7 Termination for Cause by the Contractor.**

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Reserved. (Change Order Procedure)**

**2.7 Indemnification.**

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

**2.7.1.1** Any breach of this Contract;

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

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

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

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

**2.8 Insurance.**

**2.8.1 Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and

effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

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

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

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

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

**2.8.2 Types and Amounts of Insurance Required.**

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

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

certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

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

**2.9 Ownership and Security of Agency Information.**

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

**2.9.2 Foreign Hosting and Storage Prohibited.** Agency Information shall be hosted and/or stored within the continental United States only.

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

**2.9.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either

during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.9.5 Contractor Breach Notification Obligations.**

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

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

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

**2.9.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by

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

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

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

**2.10 Intellectual Property.**

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

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

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

conveyances set forth in Section 2.10, *Intellectual Property*.

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

### **2.11 Warranties.**

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

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

#### **2.11.2 Contractor represents and warrants that:**

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

**2.11.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third

party that are inconsistent with the rights granted to the Agency herein; and

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

**2.11.3 The Contractor represents and warrants that:**

**2.11.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section

of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.11.4 The Contractor represents and warrants that the Deliverables shall:**

**2.11.4.1** Be free from material Deficiencies; and

**2.11.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section.

During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.11.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for

similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.11.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.11.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

### ***2.12 Acceptance of Deliverables.***

**2.12.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.12.2. Reserved. (*Acceptance of Software Deliverables*)**

### **2.12.3 Notice of Acceptance and Future**

**Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

### ***2.13 Contract Administration.***

**2.13.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.13.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.13.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations

imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.13.4 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.13.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.13.4.2** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

**2.13.4.3** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.13.4.4** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable

Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.13.4.5** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**2.13.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.13.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.13.7 Amendments.** This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.13.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.13.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided

under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.13.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.13.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.13.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.13.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.13.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.13.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.13.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.13.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.13.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.13.19 Notice.** With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;

- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.13.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.13.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.13.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.13.23 Authorization.** The Contractor represents and warrants that:

**2.13.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.13.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.13.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.13.25 Records Retention and Access.**

**2.13.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later).

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

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

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

**2.13.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments

shall be set forth in the financial reports filed with the Agency.

**2.13.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

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

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

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

reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.13.28 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

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

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

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

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

**2.13.32 Delays or Potential Delays of Performance.**

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.13.33 Delays or Impossibility of Performance Based on a Force Majeure.**

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

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

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

met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.13.34 Right to Address the Board of Directors or Other Managing Entity.**

The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

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

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

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

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

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

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

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

**2.14 Contract Certifications.** The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

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

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

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

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

**2.14.2.1** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the

Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2.14.2.2** The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

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

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

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

**2.14.2.7** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**2.14.2.8** Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

#### **2.14.3 Restriction on Lobbying.**

This section is applicable to all federally-funded contracts.

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

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

**2.14.3.2** The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

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

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

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

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

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

#### **2.14.4 Certification Regarding Drug Free Workplace**

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

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

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

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

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

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

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

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

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

**2.14.5 Conflict of Interest.** The Contractor represents, warrants, and covenants that no

relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

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

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

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

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

**2.14.6 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use

taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

**2.14.7 Certification Regarding Iowa Code**

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

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

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

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

**2.14.7.3.1** Financial information relative to the expenditure of state and federal moneys for the prior

year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

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

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

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

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

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

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

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