

## CONTRACT DECLARATIONS AND EXECUTION

<b>Procurement Type/Number</b>	<b>Contract #</b>
RFP #COO-21-001	COO-21-001

<b>Title of Contract</b>
Assessment and Realignment of Human Services and Public Health: Redesign of Program and Service Delivery

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>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Faith Sandberg Hoover State Office Bldg., 5th Fl. 1305 E. Walnut St. Des Moines, IA 50319-0114 <b>Phone:</b> (515) 725-7415
<b>Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"):</b> Faith Sandberg Hoover State Office Bldg., 5th Fl. 1305 E. Walnut St. Des Moines, IA 50319-0114 <b>Phone:</b> (515) 725-7415 <b>E-Mail:</b> fsandbe@dhs.state.ia.us	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> Sarah Reisetter Lucas State Office Bldg. 321 E. 12th St. Des Moines, IA 50319 <b>E-Mail:</b> sarah.reisetter@idph.iowa.gov

<b>Contractor: (hereafter "Contractor")</b>	
<b>Legal Name:</b> Public Consulting Group LLC	<b>Contractor's Principal Address:</b> 148 State St., 10th Fl. Boston, MA 02109
<b>Tax ID #:</b> 022942913	<b>Organized under the laws of:</b> Delaware
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Ezra Sykes 148 State St., 10th Fl. Boston, MA 02109 <b>Phone:</b> (617) 717-1055 <b>E-Mail:</b> esykes@pcgus.com	<b>Contractor's Billing Contact Name/Address:</b> Ezra Sykes 148 State St., 10th Fl. Boston, MA 02109 <b>Phone:</b> (617) 717-1055

<b>Contract Information</b>	
<b>Start Date:</b> 03/29/21	<b>End Date of Base Term of Contract:</b> 09/28/22
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 2 additional 1-year extensions.	
<b>Contract Contingent on Approval of Another Agency:</b> Yes <b>Which Agency?</b> DOM	<b>ISPO Number:</b> N/A
<b>Contract Include Sharing SSA Data?</b> No	<b>DoIT Number:</b> N/A

### **Contract Execution**

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

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Contractor, Public Consulting Group, LLC</b>	<b>Agency, Iowa Department of Human Services</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name: Kelly Garcia
Title:	Title: Director
Date:	Date:

**Iowa Code Chapter 8F**

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 3.4, Certification Regarding Iowa Code Chapter 8F available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Per Iowa Code § 8F.3(2), certification shall be signed by: 1) An officer AND director; OR 2) Two directors; OR 3) The sole proprietor of the Contractor, whichever is applicable]

<b>Contractor, by:</b>	<b>Contractor, by:</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## SECTION 1: SPECIAL TERMS

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

“Agency” means the Iowa Department of Human Services.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

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

“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.

“Off-site Work” means the Contractor’s designated place of work.

“On-site Work” means the Agency's place of work.

### ***1.2 Contract Purpose.***

The purpose of this Contract is to assist the Iowa Department of Public Health and the Iowa Department of Human Services (hereafter “Departments”) in planning, organizing and implementing redesign of programs and services of the Departments with a focus on the following objectives:

- Identify clear, shared program goals.
- Align and integrate programs, practices and policies to improve delivery of services and most effectively leverage available funding sources.
- Establish a “no wrong door policy” providing comprehensive and seamless access to the array of services and supports available to those in need.
- Identify cross-cutting technology systems to capture client and population level information across programs, and other appropriate data sharing that meet the standards and needs identified by federal and state funding opportunities.
- Align individual provider and program level licensing, certification and accreditation reviews.
- Identify effective and appropriate workload distribution and methods for ongoing client management, including caseload management.
- Identify community based stakeholders (organizations and community members) and other stakeholders to provide input and guidance to the Departments’ programmatic and policy efforts through opportunities for collaboration and partnership, including and especially those organizations working with the populations served by the Departments as well as community members who participate in/have a relationship with the Departments’ programs and services.
- Identify potential for expanded funding sources.
- Engage all levels of staff including field, front line and program staff to inform the Departments’ established goals and project plans.
- Create an organizational structure that optimizes delivery of services, supports efficiency and ease of work for staff, and integrates the Departments’ programs and services with community and other available resources.

Note that selected public health activities housed within the Department of Public Health are excluded from the redesign scope of work. These include Professional Licensure Boards; Health Statistics (vital records/statistics); Medical Cannabidiol; Infectious Disease; Acute Disease Prevention; and Emergency Response and Environmental Health.

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

#### **1.3.1 Deliverables.**

The Contractor shall provide Deliverables which include, but may not be limited to, the items described below. The Agency anticipates that many of the meetings required as part of the scope of work will be conducted virtually as a result of the continuing COVID-19 pandemic. The Contractor's approach to achieving the following deliverables shall include the use of an Agency approved virtual meeting platform(s) that provides for video and ensures that contractor staff participate with video enabled. The Agency reserves the right to request face-to-face meetings. When face-to-face meetings are required, CDC guidelines will be followed as appropriate.

**1.3.1.1 Project Implementation Meeting.** The project implementation meeting will be scheduled as set forth in Section 1.3.1.10, Deliverable Summary/Timeline. The Contractor's project director as well as other Contractor key personnel must attend this meeting. The Departments will select representatives from the agencies to attend the meeting. Due to the COVID-19 pandemic, this meeting will be held virtually using a video technology.

The project implementation meeting is intended to address any information required to develop the initial project plan. This does not preclude the Contractor from additional meetings and discussions with agency staff to inform development of the project plan. The Contractor shall prepare an agenda for the meeting, seeking input from the Agency.

**1.3.1.2 Primary Project Team/Decision Making Process Plan.** The Contractor shall:

- Provide input into the number of people, roles within the Departments or otherwise, and background of members who should serve on the Primary Project Team to provide an appropriate representation and pool of knowledge for the redesign.
- Provide the same type of input for any sub-teams that may be necessary throughout the project.
- Lead Primary Project Team and Departments to establish a decision-making plan and structure to make decisions and recommendations to Departments' leadership for the redesign. Contractor shall finalize and deliver the written plan to the Departments.
- The Contractor shall identify and provide recommendations for refinement of the team make-up or decision-making process as necessary to lead to success of the project.

**1.3.1.3 Project Plan.** The Contractor shall develop a detailed project plan that presents the Contractor's approach to developing redesign of the Departments' programs and services to accomplish stated objectives. The Contractor shall submit the project plan to the Contract Owner not later than the timeframe set forth in Section 1.3.1.10, Deliverable Summary/Timeline. The project plan shall include identification of the Contractor's project leaders and key members of the primary project support team along with their roles and responsibilities. The plan shall include the phases of project execution, specific activities to be conducted during each phase of the project and project milestones with timelines and dependencies for completion. The project plan should also clearly identify staff resources required of the Departments to support each phase of the project and the anticipated level of effort required of each resource. The plan shall also address change management and risk management activities. An efficient and effective process for obtaining internal and external stakeholder input and sharing information with these groups during the process shall be part of the project plan.

This deliverable is due by the date set forth in Section 1.3.1.10, Deliverable Summary/Timeline.

#### **1.3.1.4 Connection Points Report.**

The Connection Points Report shall include mapping of connections between the Departments' programs and services, service entry and delivery points as well as clear definition and mapping of funding sources for all programs and services for each Department. The report shall also include mapping of current and potential connection points to the programs and services of other state agencies and local government agencies such that the full array of services available to individuals accessing the Departments' programs and services is clearly defined. The connections report shall also define and detail duplication of programs and/or services. The Connection Points Report is due by the date set forth in Section 1.3.1.10, Deliverable Summary/Timeline.

#### **1.3.1.5 Recommendations and Options Report.**

The Contractor shall develop a Recommendations and Options Report that outlines structural, delivery and administrative changes to optimize delivery of the Departments' programs and services. The report shall begin with an assessment period during which options for redesign are developed and vetted with the project team. This will include options for creating efficiency in administrative functions, including data integration, information technology, and braided funding across programs.

The Recommendations and Options Report is by the due date set forth in Section 1.3.1.10, Deliverable Summary/Timeline. The report shall include the benefits and challenges inherent in the various options and shall include risk mitigation strategies for challenges. The recommendations and options shall provide the Departments with the flexibility and capacity to fulfill their statutory requirements, and shall include identification of necessary changes to existing Iowa Code and Iowa Administrative Code.

#### **1.3.1.6 Stakeholder Engagement Meetings**

The Contractor shall lead a series of stakeholder engagement meetings in accordance with Section 1.3.1.10, Deliverable Summary/Timeline to review and discuss the options and recommendations. Selection of stakeholders and number of meetings shall be established via collaboration with the Departments' leadership teams. The Contractor shall summarize stakeholder input to provide meaningful feedback to Department leadership within five days of each stakeholder meeting.

#### **1.3.1.7 Final Recommendation Conference**

The Contract shall lead a final recommendation conference with the Departments' leadership during the month set forth in Section 1.3.1.10, Deliverable Summary/Timeline. Prior to this conference, the Contractor shall vet stakeholder feedback received with the project team. The Departments' leadership shall establish a set of final recommendations for redesign as a result of this conference. This decision making will adhere to the principles and decision making process defined for the project.

#### **1.3.1.8 Redesign Implementation Plan**

The redesign implementation plan shall include a detailed description of final recommendations for redesign. The implementation plan shall include tools and processes to support development of relevant, objective performance outcome measurements to provide data supporting the success of achieving redesign objectives through implementation of the defined recommendations for redesign. This plan shall include performance outcome measures that include measurement of client/member experience and satisfaction in receiving services both pre- and post-redesign. All performance outcome measures shall be designed to provide transparency to stakeholders including the administration, the Iowa Legislature, the Departments' clients/members, community partners and stakeholders, and the general public. Performance metrics should be appropriate for dashboard presentations to executive management and stakeholders.

The plan shall follow best practice principles in defining a multi-step or phased approach to implementation of the final recommendations for redesign. The plan shall allow sufficient time and processes for ensuring appropriate development of policy and practice and for ensuring compliance with applicable regulation and law. Each phase of the plan shall provide for addressing challenges and opportunities as they arise and shall incorporate lessons learned in subsequent phases of the implementation. The Implementation Plan is due as set forth in Section 1.3.1.10, Deliverable Summary/Timeline.

#### **1.3.1.9 Final Report**

Near project closure, with specific date to be established by the parties, the Contractor shall conduct “a lessons learned” and benchmark/milestones presentation to empower the Departments to move forward. The Contractor shall also provide a report at that same time for the Departments’ leadership and others. The report shall provide a summary of findings and conclusions, considerations, and recommendations for additional work or tasks to assist the Departments with successfully moving forward with operating under its new structure.

#### **1.3.1.10 Deliverable Summary/Timeline**

In accordance with the Scope of Work, the Contractor shall complete and/or submit all deliverables in compliance with the timeframes provided in below. Note that, in this section, “NLT” means “no later than.” The Agency reserves the right to approve any modifications to the timeline.

- a. Project Implementation Meeting within the first two weeks following the contract effective date.
- b. Primary Project Team/Decision Making Process Plan NLT 45 calendar days following the contract effective date.
- c. Project Plan NLT 90 calendar days following the contract effective date.
- d. Connection Points Report NLT 4 months following the contract effective date.
- e. Recommendations and Options Report NLT 5 months following the contract effective date.
- f. Stakeholder Engagement meetings NLT month 6 of the contract.
- g. Final Recommendation Conference NLT month 7 of the contract.
- h. Recommendation Report and Implementation Plan NLT 9 months following the contract effective date.
- i. Weekly Progress Reports every Monday throughout the project (or Tuesday if Monday is a Holiday).
- j. Final Report at project closure with specific date to be established.

### **1.3.2 General Requirements.**

**1.3.2.1 Weekly Progress Reports:** In addition to meeting with and providing regular updates to leadership of the Departments, the Contractor shall produce formal, weekly status reports to Director Garcia and to the Contract Manager that demonstrate the Contractor’s progress on achieving milestones and objectives for the project. This report will be provided on an Agency-approved template. It will identify any challenges influencing timely or quality-based achievement of milestones or objectives and will provide recommendations for resolution of any identified challenges. The Contractor shall also provide periodic reports and presentations to leadership of the Departments and to other stakeholders as requested by the Departments.

**1.3.2.2. Contractor Key Positions** The Contractor shall assign a Project Manager, a Public Health project lead and a Human Services project lead who will at all times be subject to Departments’ review and ongoing approval. Subject to this approval, the Contractor shall ensure that the same Project Manager and project leads proposed in the Bid Proposal are assigned to this project and continue in these roles for the duration of the Contract.

The Project Manager shall be available to meet with the Departments’ management, policy staff, issuing officers, and other staff for planning, development, and/or status meetings during normal Agency business



hours. The Project Manager shall be available to attend meetings in person as determined by the Departments.

### **1.3.2 Performance Measures.**

1. Timely responses to Agency Contract Manager or Contract Owner questions. Routine questions will be responded to in no longer than two business days at least 80% of the time. The remaining 20% will be responded to in no longer than 5 business days.
2. All deliverables and reports shall be timely provided to the Agency.
3. All written deliverables shall be acceptable and contain at least all contents set forth in the respective deliverable sections (exclusive of minor changes requested by the Agency) upon first release.

### **1.3.3 Agency Responsibilities.**

The Departments will:

- Assign a primary project team with input from the Contractor.
- Provide background materials.
- Initially identify relevant federal regulations, state of Iowa code sections, administrative rules, and relevant policy. Contractor research may indicate further relevant materials.
- Participate in activities identified in the Contractor's plans, and as approved by the Departments.

Additional resources to be provided by the Departments include:

- Relevant program data including eligibility criteria and caseload data or client service numbers as allowed by federal and state data-sharing standards;
- Current organizational structures and program delivery structures, including program guidelines or regulations;
- Fiscal information, support for definition of funding sources, and reports;
- Office space during onsite visits and access to meeting accommodations at the Departments' locations; and,
- Other assistance and information as is reasonably requested and necessary to completion of deliverables as agreed by the Departments.

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

**1.3.4.1 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:
  - Review completion of Deliverables and reports for completeness and timeliness
  - Review weekly status reports

**1.3.4.2 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.

**1.3.4.3 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.

**1.3.4.4 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.

**1.3.5 Contract Payment Clause.**

**1.3.5.1 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:

**1.3.5.1.1 Milestone Pricing and Payments.**

Payment is dependent upon the successful completion and Agency Acceptance of the following payment milestones. Milestone payments shall not exceed \$630,550.00. Milestones shall be invoiced within thirty (30) Calendar days of Agency acceptance of the completed milestone key deliverable.

<b>Milestone Payment Schedule</b>		
<b>Key Deliverables</b>	<b>% of Total Cost</b>	<b>Price</b>
Project Implementation Meeting as described in section 1.3.1.1	5%	\$31,527.50
Primary Project Team/Decision Making Process Plan as described in section 1.3.1.2	5%	\$31,527.50
Project Plan as described in section 1.3.1.3	10%	\$63,055.00
Connection Points Report as described in section 1.3.1.4	18%	\$113,499.00
Recommendations and Options Report as described in section 1.3.1.5	18%	\$113,499.00
Final Recommendation Conference as described in section 1.3.1.7	14%	\$88,277.00
Redesign Implementation Plan as described in section 1.3.1.8	18%	\$113,499.00
Final Report as described in section 1.3.1.9	12%	\$75,666.00
<b>MILESTONE PAYMENTS TOTAL</b>		<b>\$630,550.00</b>

**1.3.5.1.2 On-Site Visit Pricing and Payments.**

In the event that the Agency has requested the Contractor to perform work on-site, the Contractor shall be paid an additional flat fee of **\$1,600.00 per person** per each on-site visit. On-site visits shall be reviewed and approved by the Agency prior to the on-site visit occurring. On-site visit pricing is not applicable for on-site visits made for the purposes of a Stakeholder meeting (See Section 1.3.5.2 Stakeholder Meeting Pricing), or for any on-site visits related to the implementation phase (See Section 1.3.5.3 Implementation Pricing).

The Contractor shall not be entitled to any additional reimbursements including, but not limited to, travel for work related to these milestones. The Agency, at its sole discretion, may request detailed documentation from the Contractor to support expenses that have been invoiced for any given milestone or on-site visit. Contractor shall invoice the Agency on the state approved form within thirty (30) Calendar days of on-site visit.

**1.3.5.1.3 Stakeholder Meeting Pricing and Payments.** The Contractor shall invoice the Agency by the 20th of the month, for the preceding month's completed Stakeholder Engagement meetings and related summaries as described in section 1.3.1.6. Payments will be made as follows for each Stakeholder Engagement Meeting completed by the Contractor.

<b>Stakeholder Meeting Payment Schedule</b>	
<b>Stakeholder Engagement Meeting</b>	<b>Per Meeting Price</b>
Off-Site Stakeholder Engagement Meeting and Related Summary	\$3,500.00
On-Site Stakeholder Engagement Meeting and Related Summary	\$5,100.00

**1.3.5.1.4 Implementation Pricing and Payments.** If the Agency elects that the Contractor complete work to implement the redesign implementation plan, the Contract shall be amended to incorporate a mutually agreed upon scope of work that includes, but is not limited to, Contractor deliverables, performance measures and pricing components which may include milestone payments. Notwithstanding the prior statement, if the Agency opts to only require the Contractor to perform a short period of implementation services, the Agency may elect to pay the Contractor for work performed in the implementation phase as described in the table below. In that case, the Contractor shall Invoice the Agency on a monthly basis, by the 20th of the month, for the preceding month's completed work. The Contractor shall track and document, at a minimum; hours work per position, per hour rate, project associated with this work, and date and times. .

<b>Implementation Services Payment Schedule</b>		
<b>Position</b>	<b>Off-Site Hourly Rate</b>	<b>On-Site Hourly Rate</b>
Project Manager	\$225.00	\$265.00
Public Health Project Lead	\$200.00	\$240.00
Human Services Project Lead	\$200.00	\$240.00
Business Analyst	\$175.00	\$215.00
Consultant	\$200.00	\$240.00

**1.3.5.2 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Contractor shall submit invoices in accordance with the requirements of Section 1.3.5, Contract Payment Clause. 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.

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

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

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

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

#### **1.4 Insurance Coverage.**

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

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

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

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

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

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

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

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

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

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

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

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

<b>Contractor a Business Associate? Yes</b>	<b>Contractor a Qualified Service Organization? Yes</b>
<b>Contractor subject to Iowa Code Chapter 8F? Yes</b>	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</b>
<b>Contract Payments include Federal Funds? Yes</b> <b>The Contractor for federal reporting purposes under this Contract is a:</b> Vendor <b>Federal Funds Include Food and Nutrition Service (FNS) funds? No</b> <b>DUNS #: 182826909</b> <b>The Name of the Pass-Through Entity: Iowa Department of Human Services</b>	

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

## **SPECIAL CONTRACT ATTACHMENTS**

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

N/A