

Contract#25-IBCLINMAR-01

Title of Contract:	CFDA No.	RFP No.	Contract No.
IBC Youth Pilot Transition Program Contract (DIF)	84.421D	N/A	25-IBCLINMAR-01

This Contract shall be signed by both parties before the Contractor provides any services pursuant to it. The Agency is not obligated to make payment for any services or deliverables provided by or on behalf of the Contractor before the Contract is executed by both parties. This Contract is entered into by the following parties:

Agency of State: (hereafter "IVRS" or "Agency")	Contractor: (hereafter "Contractor")
Iowa Vocational Rehabilitation Services	Linn Mar Community School District
Agency Principal Address ("Notice Address"):	Contractor Principal Address ("Notice Address"):
1000 E. Grand Ave. Des Moines, IA. 50319	2999 N. 10 th Street, Marion, IA. 52302
Contractor Tax ID No. 42-0872101 V#00002108845	Organized under the laws of: State of Iowa

Contract Information:	Start Date	End Date	# of Yearly Options	Billing Frequency:	
Period	10/01/2024	9/30/2025	NA	<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	
Maximum Value of Contract & Renewals			\$81,300.00		
Amount of Insurance Coverage(s) Required			See Section 13 Insurance		
Federal Funds Involved?		Yes	Contract Available to:		<input type="checkbox"/> State Agencies <input checked="" type="checkbox"/> School Districts
Contract Attachments					
<input checked="" type="checkbox"/> Statement of Work and Performance Measures (Exhibit A)		<input checked="" type="checkbox"/> Budget (Exhibit B)	<input checked="" type="checkbox"/> Reports (Exhibit C)	<input checked="" type="checkbox"/> Contract Certifications- federal funds	<input checked="" type="checkbox"/> Minority Impact Statement with Definitions

Agency Accounting Codes: Fund: 0398 **Agency:** 283 **Approp:** 0000 **Unit:** DIFS **Task:** 2784 **Prog:** IF25

Agency Contract Manager:	Contractor Project Manager:
Name: Maggie Johnson	Name: Megan Burke-Brunschcen
Address: 1000 E. Grand Ave. Des Moines, IA. 50319	Address: 453 Echo Hill Road Marion, IA. 52302
Tel: (319) 440-6963	Tel: (319) 447-3359
E-mail: maggie.johson@iowa.gov	E-mail : megan.brunschcen@linnmar.k12.ia.us
Agency Billing Contact:	Contractor Billing Contact:
Name: Tracie Kirkpatrick	Name: Jon Galbraith
Address: 1000 E. Grand Ave. Des Moines, IA. 50319	Address: 2999 N. 10 th Street Marion, IA. 52302
Tel: (515) 782-7374	Tel: (319) 447-3008
Email: tracie.kirkpatrick2@iowa.gov	E-mail : jon.galbraith@linnmar.k12.ia.us

This Contract consists of the above information, the attached Contract including all Contract Attachments listed above and Amendments, if any (hereafter "Contract"). 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.

Agency, by:	Contractor, by:
Signature:	Signature:
Printed Name: Dr. James Williams Jr.	Printed Name Barry Buchholz
Title: VR Administrator	Title: Board President
Date:	Date:

Statement of Purpose: The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that lowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that leads to economic security.

Services Contract

This contract, dated October 1, 2024, is entered into between **Iowa Vocational Rehabilitation Services** and **Linn Mar Community School District**.

1. Parties and Contact Information

- a. IVRS, a Division of Iowa Workforce Development, and is authorized to enter into this Contract. The address for IVRS is: 1000 E Grand Avenue, Des Moines, Iowa, 50319. IVRS' contact person for this Contract is Maggie Johnson, (319) 440-6963, Maggie.johnson@iowa.gov.
- b. Linn Mar Community School District (Contractor) is organized under the laws of Iowa, and authorized to enter into this Contract. Its address is 2999 N. 10th Street, Marion, IA. 52302. Contractor's contact person for this Contract is Megan Burke-Brunschcen, (319)-447-3359, megan.brunschcen@linnmar.k12.ia.us.

2. Purpose

- a. The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that lowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that leads to economic security. The transition pilot under the IBC project offers an opportunity for school districts to assist with the IBC goal by increasing the ongoing delivery of preparation, placement and support services that begin in early high school and result in uninterrupted transition to competitive integrated employment for youth with disabilities.

3. Term

- a. Term: The term of this Contract is from **October 1, 2024**, through **September 30, 2025**.

4. Definitions

For purposes of this Contract, the following words and terms shall mean:

- a. Agency: IVRS.
- b. Contract: This document and any attached exhibits.
- c. Contractor: Linn Mar Community School District
- d. General Terms and Conditions: The provisions of this Contract binding the parties-found at [050116 terms services. Pdf \(iowa.gov\)](#).
- e. Proposal: Contractor's proposal submitted as part of the Federal grant application awarded to IVRS as grant number H421D220013.
- f. Services: Shall mean evaluation services provided by the Contractor concerning evaluation designs, implementation plans, communication plans, actual management and implementation, including analyses, reports, and development and validation of the accuracy of evaluation methodologies, including assessments and their interpretations.

- g. State: The State of Iowa, IVRS, and all State agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as allowed per Federal guidelines outlined in Federal regulations.

5. Statement of Work

- a. Services: Contractor shall perform the services as described in Exhibit A attached to this contract.
- b. Performance Measures:
 - i. Contractor's performance shall comply with and conform to the terms, conditions, and standards of performance as provided in this Contract including, without limitation, the performance standards regarding deliverables as provided in Exhibit A.

6. Compensation

- a. Budget: Contractor shall provide the services under this Contract and pay all related expenses in accordance with the budget attached to this Contract as Exhibit B. Contractor shall promptly notify IVRS of any line item expenditures in excess of the approved budgeted amounts and shall propose budget reconciliation to IVRS, subject to IVRS' approval; budget reconciliations shall require an amendment to Exhibit B. Excess line item expenditures will be paid at the sole discretion of IVRS but in all cases will be subject to the maximum compensation as provided in subsection b. of this Section 6.
- b. Allowable Costs: IVRS will reimburse Contractor for the allowable costs that Contractor incurs in performing the work under this Contract not to exceed **\$81,300**. IVRS will not reimburse Contractor for any cost that is contrary to any restriction or limitation in the grant, including but not limited to 2 CFR Part 200 et seq., or any other applicable laws, regulations, and policies. All grant funds distributed to Contractor shall be used solely for the provision of services pursuant to this Contract. Contractor is aware that any change to line items requires prior approval from IVRS, who must in turn receive prior approval from the Rehabilitation Services Administration (RSA) Project Officer.
- c. Invoices: Contractor shall prepare an invoice or General Accounting Expenditure Form (GAX) and submit it within ten (10) business days following the end of the month. The GAX shall contain an itemization of all expenses incurred for the reporting period, which expenses shall be reported on an accrual basis. GAX and all required supporting documentation shall comply with all applicable laws and rules concerning payments of such claims. By submitting a GAX, Contractor represents to IVRS that:
 - i. The expenditures identified in the GAX are within the scope of work described in Exhibit A; and
 - ii. The costs are allowable, allocable, reasonable, and necessary in accordance with the grant, codified at 2 CFR Part 200, and any other applicable laws, regulations, and policies.
- d. Payment of Invoices: IVRS will review each invoice for compliance with this Contract and applicable laws, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by Iowa Code section 8A.514(3). If IVRS in good faith determines that the Contractor has failed to satisfactorily perform or deliver any service or deliverable as required by this Contract, the Contractor shall not be entitled to compensation for the service until

Contractor completes satisfactory performance. In this event, IVRS may withhold that portion of the Contractor's compensation which represents payment for services that were not satisfactorily performed.

- e. Documentation: Contractor shall provide and maintain supporting documentation for all expenditures incurred by it under this Contract. Supporting documentation required under this subsection shall include, without limitation, sufficient information to allow Contractor's activities to be traced to the Contract, as required by 34 CFR § 80.20(a)(2), and to enable IVRS to verify the claimed expenditures comply with all other applicable state and federal laws and rules concerning payments of such claims. Non-compliance may result in denial of payment and shall be determined by IVRS in its sole discretion. Acceptable documentation includes, but is not limited to detailed invoices; detailed time sheets and payroll journals; detailed travel logs; detailed receipts for lodging, meals, registration, transportation, and parking expenses; and mileage logs.
- f. Payment is No Waiver: By paying all or a portion of an invoice, IVRS does not waive its ability to challenge any reimbursement for failing to comply with this Contract at a later date.
- g. Offset and Set Off: If IVRS reimburses Contractor for costs that both parties agree to be unallowable costs or costs that otherwise fail to comply with this Contract, IVRS may offset any payments to Contractor under this Contract to recoup payment of the costs. If there are insufficient funds under this Contract to offset, Contractor authorizes IVRS to set off overpayment from money owed Contractor by IVRS, the State, or any other agency of the State under any other Contract.
- h. Availability of Funds: All compensation is subject to the availability of Federal funds.
- i. Prior Approval: "Participant support costs" means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects (2 CFR §200.75). Conference is defined in 2 CFR §200.432 as a meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is disseminating technical information beyond the non-Federal entity and is reasonable for successful performance of the award. Participant support costs are allowable with prior approval of the Federal awarding agency (2 CFR §§200.407(t) and 200.456). In the context of the Uniform Guidance requirements governing prior approval, a participant is a non-employee of the State VR agency who is attending the meeting, workshop, conference, seminar, symposium, or other instructional or information sharing activity. Reimbursement through IVRS for registration, travel, subsistence allowance or stipends must have prior approval through IVRS. No costs will be reimbursed unless IVRS has given prior approval to the Contractor.
- j. Period of Performance: The Uniform Guidance in 2 CFR 200.77 defines "period of performance" as the time during which the non-Federal entity (grantee) may incur new obligations to carry out the work authorized under the Federal award. Expenses will be obligated when approved by IVRS and applied to the budget and FFY in which they are approved and not by service date or when claimed.

7. Monitoring

- a. Reports and Financial Statements: Contractor shall submit at a minimum, quarterly reports of program and financial activities in accordance with the Statement of Work activities. Financial reporting will consist of reporting system documentation which document time designated to contract activities, consistent with the Statement of Work and approved budget. IVRS will review the reports for completeness and to determine that the Contractor has satisfactorily performed services required by this Contract. Quarterly reports shall be submitted thirty (30) days following the close of the quarter.
- b. Site Visits: At its discretion, IVRS and/or RSA representatives will make visits to Contractor's place(s) of operation to inspect and review physical facilities, financial payroll records related to the Contract, case records, and operational policies and procedures, including but not limited to, firsthand observation of Contractor's delivery of services, and any other aspects of the program as may be reasonably necessary to ensure compliance with this Contract.
- c. Technical Assistance: IVRS and RSA representatives will provide technical assistance as needed to Contractor to assist Contractor in performance of its responsibilities pursuant to this Contract, and to ensure satisfactory and timely progress.
- d. Contact with Staff and Job Candidates: IVRS and RSA representatives may, by telephone, personal contact, or otherwise, interview Contractor staff, community providers, general public representatives that have been involved consistent with the Statement of Work, as necessary to ensure compliance with this Contract, following advance written notice from the party seeking contact.
- e. Monitoring and Evaluation Reports: Contractor shall timely furnish to IVRS reports, results of investigations, or any other information resulting from any monitoring or evaluation by any entity of its program and/or operations. IVRS will monitor the activities of the Contractor as necessary to ensure that the subaward is used for the authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Contract; and that the performance goals are achieved. Monitoring of the Contractor will include:
 - i. Reviewing financial and performance reports including timeliness of deadlines;
 - ii. Annual review of the Contractor's program operations; and
 - iii. Follow-up to ensure that the Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Contractor detected through audits, on-site reviews, and written confirmation from the Contractor, highlighting the status of actions planned or taken to address Single Audit findings related to the Contract.

8. Control of Staff

- a. Control and Supervision: All staff provided by Contractor under this Contract will at all times be under Contractor's direct control and supervision.
- b. Criminal History Verifications: Contractor is solely responsible for obtaining a criminal history record check on its staff, applicants for employment or volunteers. Contractor shall develop policy and procedures for reviewing criminal arrests or convictions of staff, applicants or volunteers.

- c. Discipline: Contractor is solely responsible for selecting, hiring, disciplining, terminating, and compensating its staff. If IVRS believes that any of Contractor's staff fails to perform duties in a manner that is consistent with this Contract, IVRS will notify the Contractor as soon as practicable. In accordance with Contractor's internal processes. Contractor shall investigate the matter and, if and as appropriate, discipline, reassign, or terminate the staff. IVRS does not have authority to discipline, reassign, or terminate Contractor's staff, but has the authority to require that a particular member of Contractor's staff not be assigned or allowed to provide services under this Contract.
- d. Employment Costs: Contractor will provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to its staff as required by law. IVRS shall have no liability whatsoever for any such employment costs to or for the benefit of Contractor's staff. Contractor shall provide IVRS with evidence of the payment of such benefits upon IVRS's request.

9. Text Messaging and Emailing

- a. Prohibition of Text Messaging and Emailing: Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

10. Conferences and Meetings

- a. Use of Grant Funds for Conferences and Meetings: Contractor agrees to the Federal rules regarding the use of grant funds for conferences and meetings. Specifically, prior to attending or hosting a meeting or conference paid with grant funds, Contractor should receive approval from IVRS to:
 - i. Ensure that attending/hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - ii. Ensure that the primary purpose of the meeting or conference is to disseminate technical information (e.g., provide information on specific programmatic requirements, best practices in a particular field, conduct training or professional development; plan/coordinate the work being done under the grant);
 - iii. Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing. Reasonable costs rules can be found in 2 CFR Part 200 Subpart E;
 - iv. For conferences, the number of attendees is reasonable and necessary to accomplish the objectives of the grant.
- b. A hosted meeting or a conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. Meetings or conferences hosted and charged to the grant must

not be promoted as a U.S. Department of Education conference. This means that the U.S. Department of Education must not be used on conference materials or signage without Department approval.

11. Termination

- a. Immediate Termination by IVRS: IVRS may immediately and unilaterally terminate this Contract upon the occurrence of any of the following events:
 - i. IVRS determines that the Contractor's acts or omissions have caused, or reasonably could cause, a client's life, health, or safety to be jeopardized or has or may expose IVRS to material liability;
 - ii. Contractor fails to comply with any provision of this Contract providing for immediate termination;
 - iii. IVRS, in its sole discretion, determines that Contractor made a Statement, representation, or certification that is materially false, deceptive, incorrect, or incomplete; or
 - iv. Contractor fails to comply with any applicable Federal, State (including, but not limited to, Iowa Code Chapter 8F), or local law or regulation while performing under this Contract.
- b. Termination on Notice by Either Party: Following thirty (30) days' written notice, either party may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation. Following termination upon notice, IVRS will pay Contractor upon submission of invoices and proper proof of claim, for services provided and allowable expenditures incurred under this Contract up to and including the date of termination.
- c. Termination for Cause by IVRS: IVRS may declare Contractor to be in default of its obligations under this Contract upon the occurrence of any of the following events:
 - i. Contractor fails to observe and perform any material condition or obligation created by the Contract;
 - ii. Contractor fails to make substantial and timely progress toward performance of the Contract;
 - iii. Contractor's work product and services fail to conform with the requirements of this Contract; or
 - iv. Contractor's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right of any third party.
- d. Termination for Cause by Contractor: Contractor may declare IVRS in default of its obligations under this Contract if any of the following events occurs:
 - i. IVRS fails to observe and perform any material condition or obligation created by the Contract; or
 - ii. IVRS fails to make timely payment in conformance with Iowa Code §8A.514 (2021) of Contractor's invoices for services performed or expenditures incurred by Contractor under this Contract.
- e. Termination by IVRS Due to Lack of Funds or Change in Law: Despite anything in this Contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, IVRS may terminate this Contract without penalty by giving sixty (60) days' written notice to Contractor if any of the following occurs:

- i. The legislature or governor fail, in the sole opinion of IVRS, to appropriate funds sufficient to allow IVRS either to meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- ii. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IVRS to make any payment under this Contract are insufficient or unavailable for any other reasons as determined by IVRS in its sole discretion; or
- iii. If IVRS'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
- iv. If IVRS's duties, programs, or responsibilities are modified or materially altered; or
- v. 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 IVRS's ability to fulfill any of its obligations under this Contract. IVRS shall provide Contractor with written notice of termination pursuant to this section.

If IVRS terminates this Contract due to lack of funds or change in law, Contractor's exclusive, sole, and complete remedy is the payment for services completed and allowable expenditures incurred by Contractor prior to and including the date of termination.

- f. Contractor's Duties upon Termination: When the Contractor receives IVRS's notice of termination for any reason allowed under this Contract or if Contractor terminates this Contract under section 11, the Contractor shall:
 - i. Immediately cease all services performed pursuant to this Contract except any services that IVRS directs Contractor to perform or complete;
 - ii. Comply with IVRS's instructions for the timely transfer of any active files and related work product; and
 - iii. Cooperate in good faith with IVRS during the transition period between the notification of termination and the substitution of a provider, if any.

12. Records Retention and Access

- a. Access and Retention of Data: Contractor shall comply with Federal record retention rules and regulations including but not limited to 2 CFR Part 200, Subpart D. 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 throughout the term of this Contract and for a period of at least three (3) 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 three (3) 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 three (3) year period, whichever is later. The Contractor shall permit IVRS, the Auditor of the State 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 OMB Circulars A-87 or A-110 (codified at 2 CFR Part 200) or other similar provision addressing proper use of government funds, Contractor shall comply with these additional records retention and access requirements:

- i. Records of financial activity shall include records that adequately identify the source and application of funds. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.
- ii. 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.
- iii. 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 IVRS.
- iv. Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

13. Parties' Self-Insured Status

- a. IVRS and Contractor are both agencies of the State of Iowa. As such, each party is self-insured for its general liability insurance coverage.

14. Fiscal Procedures

- a. Audit Exceptions: If an authorized Federal or State audit takes exception to the services provided under this Contract for which Federal or State reimbursement has been paid, Contractor shall refund the reimbursement if the audit exception is due solely to the Contractor's error. If the audit exception is due solely to IVRS's error, IVRS shall be responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.
- b. Contractor's Accounting System: Contractor represents that its accounting system is adequate to comply with this Contract.

15. Compliance with Laws and Audit Requirements

- a. General: Contractor shall comply with all applicable Federal, State, and local laws and regulations when performing services under this Contract. Contractor assures that it has complied with all Federal, State, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract, and including, without limitation, applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended.

- b. Compliance with Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Federal or State law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable Federal, State and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. 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 accessibilities plans and policies as required under Iowa Administrative Code chapter 11-121.

The Contractor, its employees, agents and subcontractors shall also comply with all Federal, State, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section 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 Contractor ineligible for the future State contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, 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.

- c. Compliance with Audit Requirements: Contractor shall comply with the organizational audit requirements of 2 CFR Part 200. Contractor shall give the State, the United States Comptroller General, and the U.S. Department of Education, through any authorized representative, access to and the right to examine all records, books, papers, or documents, in whatever format, related to this Contract, copies shall be provided at no cost to the State or United States representatives.
- d. Procurement: Contractor shall use procurement procedures that comply with all applicable, Federal, State and local laws and regulations, including procurement standards in §§ 200.318 through 200.327.

16. Representations and Certifications:

- a. Professional Practices: Contractor represents and certifies to the best of its knowledge 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 IVRS notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to IVRS, such that the services are rendered in the above-specified manner.

- b. Obligations Owed to Third Parties: Contractor represents and certifies, to the best of its knowledge, that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to this Contract are or will be fully satisfied by Contractor so that IVRS will not have any obligations with respect to them.

17. Contract Administration

- a. Independent Contractor: The status of Contractor shall be that of an independent contractor. The Contractor, its employees and agents performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither Contractor nor its employees shall be considered employees of IVRS or the State of Iowa for Federal or State tax purposes. IVRS will not withhold taxes on behalf of Contractor.
- b. Amendments: No supplement, modification, or amendment of this Contract will be binding unless it is in writing and signed and dated by both parties.
- c. Third-Party Beneficiaries: This Contract has no third-party beneficiaries; it benefits only IVRS and Contractor.
- d. 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 choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, exclusive jurisdiction for the proceeding shall lie in Polk County District Court for the State of Iowa, Des Moines, Iowa, or the Federal District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa. 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 IVRS or the State of Iowa.
- e. Use of Third Parties: All subcontracts must receive prior approval from the IVRS Contract Manager and are subject to cost-sharing requirements. Contractor shall remain responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of Contractor under this Contract shall also apply to the subcontractors and Contractor shall be solely responsible for ensuring compliance with the terms of this Contract. IVRS shall have the right to request, for good cause, the removal of a subcontractor from the Contract.
- f. Integration: This Contract, including the grant documents and all exhibits, attachments, addenda, and certifications, represents the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this Contract.

- g. Waiver: Except as specifically provided for in a waiver signed by duly authorized representatives of IVRS 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.
- h. Notices: Whenever this Contract requires a party to send official notice or other communication to the other party, the notice shall be in writing and must be delivered personally; sent by certified or registered mail, postage prepaid; or sent by reputable overnight courier, to the signing representatives at the Notice Addresses as provided on the Declarations and Executions Page of this Contract. A notice sent pursuant to this subsection is effective on the day of personal delivery; five (5) calendar days after the date of mailing; or the next business day after placement with the overnight courier. Section 17.G. does not cover routine communications via telephone or email regarding the services of this contract.
- i. Severability: If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this Contract.
- j. Time is of the Essence: Time is of the essence with respect to the performance of the terms of this Contract.
- k. Obligations Beyond Contract Term: This contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to the terms of the Contract. All obligations of IVRS and Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of the Contract.
- l. Suspensions and Debarment: Contractor certifies pursuant to 48 CFR Part 9 that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal agency or State agency. Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.
- m. Cumulative Rights: The various rights, powers, options, elections, and remedies of any party to 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 that party may be entitled.
- n. Certifications: Concurrent with the execution of this Contract, Contractor shall execute the Contract Certifications attached to this Contract and hereby incorporated into the Contract.
- o. Electronic Signatures: Pursuant to Iowa Code Chapter 554D, the Uniform Electronic Transactions Act (2021), the parties agree to the use of electronic signatures relating to this Contract.

- p. Attribution: Contractor agrees to acknowledge the sponsorship of IVRS with respect to any public Statement, press release, news item, or publication related to a program funded entirely or in part with funds from IVRS. Contractor further agrees to identify the role of IVRS with respect to any individual highlighted or publicized by or through Contractor, when such individual is an IVRS job candidate. Dedicated space on the Contractor's public website and social media platforms will be made available to promote IVRS services.

In relation to services, IVRS shall agree to not use the name of Contractor, nor any of its employees, nor any adaptation of either thereof, in any advertising, promotional or sales literature without prior written consent obtained from the authorized official in each case, except that IVRS may state that it obtained the service from Contractor under a services contract.

- q. Disclaimer: All products must reflect the assigned Department of Education grant number H421D220013 and the EDGAR disclaimer at 34 C.F.R. § 75.620(b) General conditions on publication, (b) required statement. Contractor will ensure that any publication that contains project materials also contains the following statement: "The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant number H421D220013 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government (Authority: 20 U.S.C. §§ 1221e-3 and 3474)."
- r. Dissemination: Per the Notice Inviting Applications posted by the U.S. Department of Education related to the DIF grant, funds must have a plan to disseminate public grant deliverables. Broad dissemination related to the Iowa Blueprint for Change project is required by RSA and therefore ownership of materials developed for the grant would remain with IVRS. Contractor shall retain sole ownership of curriculum, assessment and evaluation methodologies, processes and models used in performance of this Agreement, including but not limited to copyrights, inventions, improvements, processes, patents or applications for patents.

18. Confidential Information

- a. Access to Confidential Data: Contractor's employees and agents may have access to confidential data regarding clients and applicants maintained by IVRS ("Client Records") only to the extent necessary to carry out its responsibilities under the Contract. Contractor shall keep personal records of clients and applicants private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2021), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Contractor shall not disclose such information to anyone unless authorized in writing by IVRS. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure.

EXHIBIT A

Statement of Work and Performance Standards

INTRODUCTION

The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that Iowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that lead to economic security. The transition pilot under the IBC project offers an opportunity for Linn-Mar Community School District (also referred to as “Contractor”) to assist with the IBC goal by increasing the ongoing delivery of preparation, placement and support services that begin in early high school and result in uninterrupted transition to CIE for youth with disabilities.

While the school district already has established programs such as TAP, Work Experience, and Project Search, it has become apparent that additional pathways are necessary. Despite successful partnerships with Project Search, Inclusion Connection, and IVRS, Contractor has encountered challenges in obtaining employment for all students with the most significant disabilities due to various constraints. Recognizing this gap, Contractor will introduce a new program designed to cater to the transition needs of students who may not be appropriate for current programming. This program will expand the current continuum of services in the area of secondary transition, thus addressing this critical need in the district.

ELIGIBLE PROGRAM PARTICIPANTS

Eligible program participants are students within the school district who meet the following qualifications for participation in the IBC program:

- Students who receive Social Security (SSI) benefits based on their own disability and/or have the most complex support needs as determined by the school district (Level 3 per Individualized Education Program)
- Students must be determined eligible for services with Iowa Vocational Rehabilitation Services (IVRS)
- Students must have a signed “Consent to Release Information to and from IVRS” form

IBC Services

I. IBC Services to Participants

IBC participants may receive the following services and/or technical assistance, based on unique needs:

- Enhanced Benefits Planning: Benefits Planning can assist with informing Supplemental Security Income (SSI) recipients about their disability benefits and the use of work incentives.
- DIF Customized Employment (also known as DIF CE): is a person-centered approach that leads to competitive integrated employment outcomes for students. DIF CE is appropriate for students whose disability and unique needs require significant support, and repeated exposure and

practice to gain simple skills. Students may or may not have had opportunities to explore jobs, either individually or in a group setting. Additionally, students who are a good fit for DIF CE need additional support developing and/or strengthening skills in time management, communication, and self-advocacy. The results from each phase of DIF CE are used to generate information by identifying a student's skills, interests, abilities, conditions, contributions, and support needed for competitive integrated employment. The objective is to design a pathway to a career that focuses on the student's interest, talents, and contributions, while minimizing limitations, and providing consultative support to ensure the candidate is successful.

- Guardianship Information and Waiver Services: Information pertaining to these services may be provided to students and their parents/guardians and may include, but are not limited to: when and how to apply for services, low-cost and no-cost legal services, alternatives to guardianship, local resources, and how to apply for redetermination.
- Individual Placement and Supports (IPS): IPS is a person-centered, zero exclusion, integrated services approach that leads to a competitive integrated employment outcome. IPS is appropriate for students who are most significantly disabled, with barriers to chronic serious mental health and/or behavioral disabilities. Employment and mental health therapy are used to assist an individual's recovery. The results from each process of IPS are used to generate information by identifying a student's skills, interests, abilities, conditions, contributions, and support needed for employment through job placement experiences based on the information identified through each experience; and provide supported employment job coaching support to ensure the student is successful.
- Assistive Technology: Students may be provided with information on how technology and adaptive equipment may benefit the student based on their individual needs.
- Self-Employment Services: Iowa Self-Employment (ISE) is a program designed to provide students with the technical assistance necessary to explore entrepreneurship opportunities.

The DIF Pilot project does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA).

II. IBC Services to Contractor

In combination with IVRS, IBC, and other key stakeholders, the school district (e.g., instructional strategists, school counselors, teachers, administrators, and other pertinent stakeholders) may receive the following services and/or technical assistance, based on unique needs:

- Universal Classroom Design: The Universal Classroom Design is a set of principles that inform the design of classrooms that are accessible and effective for all students, including those with disabilities.
- Guardianship Information and Waiver Services: Training to educators on such services to ensure this information is shared with parents and guardians.
- Assistive Technology: Coordinating with district staff to provide guidance on assistive technology solutions that can enhance student success in the classroom.
- IVRS Services: Training on the full range of services available through the IVRS system, including innovative services available under the IBC program, and how to braid transition services that are the responsibility of the school district with those that are available through IVRS.

CONTRACTOR DUTIES AND RESPONSIBILITIES

Contractor will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures.

I. Transition Pilot Site Services

All services to be provided shall be new services that have a CE or IPS-Y focus or existing services that have been modified, adapted, expanded, or reconfigured to ensure participating students achieve competitive integrated employment.

The Transition Coach hired by the Contractor will assume responsibility for organizing and overseeing all services provided within the schools, and ensuring alignment with the district's service delivery plan for secondary transition services. The Transition Coach will provide the following services and supports to IBC participants in the school district, based on students' individual needs:

- Plan and deliver job exploration activities as it pertains to the customized employment (CE) service model;
- Build workplace readiness skills;
- Work towards obtaining and maintaining competitive integrated employment;
- Develop ability to navigate community and learn community safety skills;
- Provide basic financial literacy skills training;
- Strengthen and reinforce time management, communication, self-advocacy, and emotional regulation; and
- Introduce students and families to adult services (waivers, SSI, IVRS, etc.).

Additionally, the Contractor will ensure the completion of the following:

- Professional learning sessions on the IBC program to relevant staff;
- Develop a comprehensive brochure outlining the IBC program for distribution to parents and students;
- Attend school conferences for outreach, to offer input, address questions, and potentially recruit students for the IBC program;
- Share information on professional learning with applicable staff and families;
- Allow for release time/substitutes if professional learning is outside of identified professional learning days;
- Attend Association of Community Rehabilitation Educators (ACRE) training through GHA for teacher, associate and student support team members;
- Participate in regular consultative meetings with the IVRS Counselor for support;
- Identify students that are appropriate for the IBC pilot based on the criteria for participation listed within this contract, and refer potential applicants to IVRS;
- Ensure a "Consent to Release Information to and from IVRS" form has been completed for each participant;
- Provide any necessary information from school records or IEP to IVRS as needed;
- Collaborate with IVRS and CRP (Inclusion Connection) to provide support with the development of the Individualized Plan for Employment (IPE);
- Provide IVRS and CRP with information regarding the student's strengths, interests, and abilities in regards to employment;
- Maintain the Youth Transition Team (YTT) for continuous unique and individualized service delivery; and

- Provide linkages to community resources, information, and service providers for post- graduation transition plans.

II. Oversight of CRP Duties

Contractor will create a subcontract with CRP (The Arc of East Central Iowa) to provide customized employment services. Contractor will ensure the following CRP expectations are met through the subcontract:

1. Customized Employment Services: The following phases will be provided through the customized employment service delivery model by Inclusion Connection, with support from the assigned Griffin-Hammis Associates (GHA) liaison, with information gleaned shared with the VR counselor, school personnel, parents/ guardians, and other necessary stakeholders (as appropriate, with necessary releases of information):
 - a. Phase 1: Initial Home Visit
 - b. Phase 2: Interviewing Others
 - c. Phase 3: Customized Discovery
 - d. Phase 4: Verifying Vocational Themes
 - e. Phase 5: Narrative Summary
 - f. Phase 6: Customized Job Development
 - g. Phase 7: Consultative Employment Supports
 - h. Phase 8: Fading and Transition to Long Term Supports
2. Provide input to the IVRS Counselor, student, parents, and IEP team to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the IBC participants and provide a good match between job opportunities and the student's choices, interests, and abilities. The IPE will outline the services and training that the student will need to achieve competitive integrated employment.
3. Provide linkages to community resources, information, and service providers for the transition plan for post-graduation.
4. Meet regularly with GHA liaison, Contractor, and attend YTT meetings.
5. Continue to partner with IVRS, HHS and other stakeholders to provide necessary supports to the student post-graduation.

PERFORMANCE MEASURES

1. Contractor staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including contract direct activities, contract indirect, and other activities as applicable. The PAR will be submitted monthly.
2. Case notes will be completed directly into the IRSS Interface within five business days or by the end of the quarter, whichever occurs first.
3. Staging records will be completed and provided to IVRS Counselor staff monthly.
4. 100% of IBC program participants meet the eligibility criteria (per the Eligible Program Participants section).
5. Provide outreach quarterly to students/families about the program as identified on the outreach tracking sheet.
6. At least 5 students will participate in the program during FFY 25.
7. All CE activities need to be completed by the end of FFY25 for IBC participants.

(End of Exhibit A)

EXHIBIT B

Linn Mar CSD DIF Budget
October 1, 2024-September 30, 2025

Expense	Amount
Linn Mar CSD	
Salary	\$29,000.00
Fringe Benefits	\$1,900.00
Travel	\$175.00
Materials & Supplies	\$575.00
Professional Development/Training	\$260.00
Subtotal of Linn Mar CSD	\$31,910.00
Subcontractor Cost -THE ARC of East Central Iowa	
Salaries	\$38,800.00
Fringe Benefit	\$8,420.00
Travel	\$175.00
Material & Supplies	\$575.00
Professional Development/Training	\$260.00
Subtotal of Subcontractor Cost	\$48,230.00
Subtotal	\$80,140.00
Federal Indirect Cost Rate = 10.44%	\$1,160.00
Total Budget	\$81,300.00

BUDGET NARRATIVE

Salaries: This line item includes 1.0 FTE for a Linn-Mar CSD staff to assist with the pilot project and accompany the youth off campus for activities directly related to exploring employment and their community. Accordingly, IVRS, will only reimburse for the time the contracted staff devotes to this Contract. This expense will be documented with Personnel Activity Reports (PAR), payroll journals, printouts from the district accounting system, etc.

Fringe Benefits: These benefits were calculated at 15% of salary for all positions outlined above in Salaries. Payroll documentation including Personnel Activity Report (PAR), payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This line item includes mileage only for the Linn-Mar staff, estimating 250 miles annually at **\$0.50 per mile**. Travel for will be between the high school and transportation to pick up the school vehicle. If Linn-Mar staff were to travel elsewhere, mileage, meals and lodging will be claimed at current rates, and will not exceed the State of Iowa rates listed here: <https://das.iowa.gov/state-employees/state-accounting/travel-relocation/state-travel> Meals will only be allowed when contracted staff is in overnight status. Detailed travel documentation will be kept for mileage and itemized receipts will be kept for lodging, registrations, and other travel expenses.

Materials & Supplies: These items include office supplies, supplies or activities needed to develop work experiences, learn transferable work skills and provide assistive/adaptive equipment necessary for students to explore different areas of career interests. All supply costs will be directly related to this Contract and invoices will be kept to document cost.

Professional Development: Funds in this line item will be used to cover trainings and other workshops needed for Linn-Mar or The Arc to improve the knowledge, skills, experience of the staff and improve the outcomes of the pilot project, including Linn-Mar STOP driving certification requirements. Invoices and copies of registrations and training agendas will be kept to document project-related costs.

Indirect Costs: [The current IDC rate is 10.44%](https://educateiowa.gov/documents/indirect-cost-rates). This is the Unrestricted Indirect Cost Rate provided to the CSD by the DE. Use 2024-2025 rate for this budget period. The most current rate can be found here: <https://educateiowa.gov/documents/indirect-cost-rates>.

Notification of Staff Changes: Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

Miscellaneous: Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable, reasonable and necessary.

Subcontracting Costs -The ARC of Central Iowa

Salaries: This line item includes a 1.0 FTE Employment Specialist for the project and supervision (7% for Program Manager time) of the Employment Specialist for The Arc of East Central Iowa. Accordingly, IVRS, will only reimburse for the time the contracted staff devotes to this Contract. This expense will be documented with Personnel Activity Reports (PAR), payroll journals, printouts from the district accounting system, etc.

Fringe Benefits: These benefits were calculated at 15% of salary for all positions outlined above in Salaries. Payroll documentation including Personnel Activity Report (PAR), payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This line item includes mileage only for the Employment Specialist, estimating 250 miles annually at **\$0.50 per mile**. Travel for the ES will be to conduct interviewing and other information gathering conducted with the youth's networks to develop a youth's 'themes', as well as off-campus activities. Mileage, meals and lodging will be claimed at current rates, and will not exceed the State of Iowa rates listed here: <https://das.iowa.gov/state-employees/state-accounting/travel-relocation/state-travel> Meals will only be allowed when contracted staff is in overnight status. Detailed travel documentation will be kept for mileage and itemized receipts will be kept for lodging, registrations, and other travel expenses.

(End of Exhibit B)

EXHIBIT C REPORTS

A. QUARTERLY PROGRESS REPORT

1. Overview

Contractor shall submit a Quarterly Progress Report in which it will describe the IBC transition pilot site services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

2. Quarterly Report Format

IVRS Contract Manager will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

3. Due Date and Submission

Quarterly Progress Reports and supporting documentation are due within five business days after the end of the quarter (January 8, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Contract Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Contract Manager.

4. Content

a. Budget Status:

The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by strategy must be approved by IVRS.

b. Primary Tasks:

Provide the updated Quarterly Progress Report which describes the work completed during the reporting period. Include or attach supporting documents or information as required/needed.

c. Problems or Delays:

Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.

d. Performance Measures:

Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

B. YEAR END SUMMARY REPORT

1. Overview

Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of IBC and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of the IBC transition pilot site. Funding of the program is contingent upon the satisfactory completion of the agreed upon activities, including meeting the performance measures as provided in the Quarterly Progress Reports.

2. Due Date and Submission

Year End Summary Report will be found within the Quarterly Progress Report for 4th Quarter and is due October 7, 2025. Contractor shall submit the report to the IVRS Contract Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Contract Manager.

(End of Exhibit C)

CONTRACT CERTIFICATIONS

Certification of Compliance with the Pro-Children Act of 1994

Contractor shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility 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. 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.

Contractor further agrees that the above language will be included in any sub-awards that contain provisions for children's services and that all subcontractors 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 per day.

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

Contractor certifies as follows:

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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State of Iowa, or IVRS with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this document is submitted if at any time Contractor 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 document is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this document 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 IVRS or the agency with which this transaction originated.
5. Contractor further agrees by submitting this document 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 Non-procurement 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 IVRS or the agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Contractor certifies, by submission of this document, 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 IVRS or agency.
10. Where Contractor is unable to certify to any of the Statements in this certification, Contractor shall attach an explanation to this document.

Certification Regarding Lobbying

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 on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of the Congress, an officer or employee of the 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, or 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 Federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
4. 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.C.A. 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.

Certification Regarding Drug Free Workplace

Contractor agrees to provide a drug-free workplace by:

1. 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.
2. Establishing a drug-free awareness program to inform employees about: a.) the dangers of drug abuse in the workplace; b.) the employer's policy of maintaining a drug-free workplace; c.) any available drug counseling, rehabilitation, and employee assistance programs; and d.) the penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee undertaking activities under this Contract be given a copy of the Statement required by paragraph 1. above.
4. Notifying the employee in the Statement required by paragraph 1. that as a condition of employment under this Contract, the employee will:
 - a. Abide by the terms of the Statement; and
 - b. Notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying IVRS within ten (10) days of receiving notice from an employee of that employee's criminal drug conviction;
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
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1. through 6., above.

Contract 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), take appropriate personnel action against such employee up to and including termination, or require the 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.

Contractor certifies that the above certifications are true and accurate, and Contractor has caused a duly authorized representative to execute these Contract Certifications concurrently with the underlying Contract.

Minority Impact Statement

Pursuant to Iowa Code § 8.11 (2023), all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the State's mechanism to require grant applicants to consider the potential impact of the grant project's proposed program on minority groups.

Please choose the Statement(s) that pertain to this grant application. Complete all the information requested for each chosen Statement(s).

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- ☐ Women
- ☐ Persons with a Disability
- ☐ Blacks
- ☐ Latinos
- ☐ Asians
- ☐ Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Native Americans
- ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- ☐ Women
- ☐ Persons with a Disability
- ☐ Blacks
- ☐ Latinos
- ☐ Asians
- ☐ Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Native Americans
- ☐ Other

- ☐ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Signature and Title

Date

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):

b. As used in this subsection:

- 1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

Memorandum of Agreement (MoA) for the Iowa Blueprint for Change (IBC) Transition Pilot Program

The parties to this Memorandum of Agreement are the Linn-Mar Community School District (LMCSD), CRP (The Arc of East Central Iowa), Iowa Vocational Rehabilitation Services (IVRS), University of Iowa Centers for Evaluation and Assessment (U of I CEA) and Griffin-Hammis Associates (GHA).

I. Purpose

The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that Iowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that lead to economic security. The transition pilot under the IBC project offers an opportunity for school districts to assist with the IBC goal by increasing the ongoing delivery of preparation, placement and support services that begin in early high school and result in uninterrupted transition to competitive integrated employment for youth with disabilities. The pilot is intended for students within the school district who meet the following qualifications for participation in the IBC program:

- Students who receive Social Security (SSI) benefits based on their own disability and/or have the most complex support needs as determined by the school district (Level 3 per Individualized Education Program)
- Students must be determined eligible for services with Iowa Vocational Rehabilitation Services (IVRS)
- Students must have a signed “Consent to Release Information to and from IVRS” form

II. Roles and Responsibilities

The parties agree to the following roles and responsibilities.

A. Training and Outreach

1. Linn-Mar Community School District (LMCSD) Responsibilities
 - a. In collaboration with IVRS, facilitate two technical assistance days or sessions; one day will consist of training for staff, while the other day will consist of information delivery for parents and students.
 - b. Facilitate professional learning sessions on the IBC Transition Pilot Program to relevant staff.
 - c. Develop a comprehensive brochure outlining the IBC Transition Pilot Program for distribution to parents and students.
 - d. The school staff and Youth Transition Team (YTT) staff will attend school conferences for outreach, to offer input, address questions, and potentially recruit students for the IBC Transition Pilot Program.

- e. Share information on professional learning with applicable staff and families.
 - f. Allow for release time/substitutes if professional learning is outside of identified professional learning days.
 - g. Attend required training as identified and approved by the IBC team to receive certification to provide supported employment services.
 - h. Participate in regular consultative meetings with the IVRS counselor for support.
 - i. Ensure that all printed materials are accessible and have the appropriate disclaimers, as required by 2 CFR 200 and the DIF Grant Anticipation Note (GAN).
- 2. Iowa Vocational Rehabilitation Services (IVRS) Responsibilities
 - a. Coordinate with school and CRP staff to schedule a day for technical assistance for educators and a day to present information for students and parents.
 - b. Participate in the coordination of content for technical assistance days, in conjunction with LMCS D.
 - c. Attend technical assistance days for educators and parents/students.
 - d. Participate in regular consultative meetings to provide support to the transition team.
 - e. Review and approve all printed materials.
- 3. The Arc of ECI Responsibilities
 - a. Attendance at technical assistance days.
- 4. GHA Responsibilities
 - a. Attend and participate in technical assistance days along with other identified partners.
 - b. Coordinate materials for outreach and technical assistance (and submit for approval to IVRS IBC team prior to dissemination).

B. Information gathering to select potential IBC Transition Pilot participants.

- 1. LMCS D Responsibilities
 - a. Identify students that are appropriate for the IBC Transition Pilot based on the criteria in the Purpose section of this MOA.
 - b. Refer students to IVRS in advance of participation to avoid delays in service during eligibility determination.
 - c. Ensure a "Consent to Release Information to and from IVRS" form has been completed and documented in ACHIEVE and notify IVRS once completed.
 - d. Provide any necessary information from school records or IEP to IVRS as needed.
- 2. IVRS Responsibilities
 - a. Assist responsible parties in the process of referral, as needed.
 - b. Verify a "Consent to Release Information to and from IVRS" form has been completed with each participant.
 - c. Conduct intake for IVRS services for each referred student.

- d. Determine eligibility for IVRS services for each referred student and inform all parties of the eligibility decision.
 - e. Inform all parties when each participant is removed from the waiting list and placed into services.
- 3. The Arc of ECI Responsibilities
 - a. Make referrals on any potential students within the district that meet IBC qualifications, but have not yet been referred.
 - 4. GHA Responsibilities
 - a. Be available to all partners to staff potential student referrals as requested.

C. Provision of Services Through Case Closure.

- 1. LMCSO Responsibilities
 - a. Collaborate with IVRS and The Arc of ECI to provide support with the development of the IPE.
 - b. Provide IVRS and The Arc of ECI with information regarding the student's strengths, interests, and abilities in regards to employment.
 - c. Update Individualized Education Program (IEP) for each participant, as applicable, to align the work goal on the IEP with the employment goal on the IVRS IPE.
 - d. Assure there is no duplication of transition services provided by other established transition programs within the district.
 - e. Enter services provided and case notes direction into the IRSS interface within five business days, or before the end of the calendar quarter, whichever comes first.
 - f. Submit progress reports to the IVRS Contract Manager on a quarterly basis.
 - g. Maintain the Youth Transition Team (YTT) for continuous unique and individualized service delivery.
 - h. Assume responsibility for organizing and overseeing all services provided within the schools, and ensure alignment with the district's service delivery plan for secondary transition services.
 - i. Provide services and supports to participants in the school district, based on participant's individual needs.
 - j. Provide linkages to community resources, information, and service providers for post-graduation transition plans.
 - k. Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).
- 2. IVRS Responsibilities
 - a. Develop an IPE for each participant in order to identify a work goal and services needed, amend as needed, and provide copies to LMCSO.
 - b. Conduct comprehensive annual reviews for each participant.
 - c. Coordinate with The Arc of ECI on the development and maintenance of business partnerships for participants.
 - d. Authorize and pay for services that are agreed upon and outlined on the participant's IPE.

- e. Provide innovative assistive technology technical assistance to participants and the LMCSO, as applicable.
 - f. Provide innovative benefits planning technical assistance to participants and the LMCSO, as applicable.
 - g. Provide innovative self-employment technical assistance to participants and the LMCSO, as applicable.
 - h. Determine when each participant's employment has stabilized and close the case based on IVRS policy.
 - i. Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).
- 3. The Arc of ECI Responsibilities
 - a. Provide regular updates to all parties on progress of participants who are receiving services provided by The Arc of ECI.
 - b. Work closely with GHA and IVRS on the fidelity model for CE.
 - c. Develop and maintain partnerships with local businesses to promote the CE process and job placement for participants in the IBC Transition Pilot Program.
 - d. Provide necessary documentation to involved parties, as outline in various service agreements (e.g., provide necessary documentation to IVRS for payment, provide necessary documentation to GHA for mentoring, provide necessary documentation to the LMCSO, etc.).
 - 4. GHA Responsibilities
 - a. Be available for any scheduled meetings for the IBC participant, as applicable.
 - b. Provide mentoring and technical assistance to The Arc of ECI, in accordance with the contract between IVRS and GHA.

D. Local Evaluation – U of I CEA

- 1. The local evaluation team will provide evaluation in all of the previous sections of this MOA, as outlined in the evaluation plan and as agreed upon under the contract between IVRS and U of I CEA.

III. Performance Measures

The parties will work cooperatively to:

- 1. Case notes will be completed directly into the IRSS Interface within five business days or by the end of the quarter, whichever occurs first.
- 2. Staging records will be completed and provided to IVRS Counselor staff monthly.
- 3. 100% of IBC program participants meet the eligibility criteria (per the Eligible Program Participants section).
- 4. Provide outreach quarterly to students/families about the program as identified on the outreach tracking sheet.
- 5. At least 5 students will participate in the program during FFY 25.
- 6. All CE activities need to be completed by the end of FFY25 for IBC participants.

IV. Term of Memorandum of Agreement

This Agreement will become effective on October 1, 2024, and will continue until September 30, 2025.

V. Right to Terminate

This agreement may be terminated for any reason by any of the parties upon 30 days' written notice with the understanding that, as a result of termination, the IBC Transition Pilot Program would be discontinued.

VI. Limitation of Agreement

The parties understand that this Agreement is not a contract and is not binding. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed here, and supersedes all prior understandings or agreements, oral or written, with respect to this subject matter.

VII. Relationship of Parties

No agent or employee of any party shall be deemed an agent or employee of any other party. Each party will be solely and entirely responsible for the acts of its employees, agents, subcontractors, and volunteers. This Agreement is executed for the benefit of the parties. It is not intended, nor may it be construed, to create any third-party beneficiaries.

VIII. Indemnification

Each party agrees to defend, indemnify, and hold the other(s) harmless from any and all liability, damages, expenses (including attorney fees and court costs), and claims for loss or injury of any kind, in connection with any claims that arise from a party's own action or omissions by that party or its employees, agents, subcontractors, or volunteers.

IX. Data Sharing

Access to Confidential Data. Employees and agents to parties in this MOA may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under this MOA. Personal records of clients and applicants shall be kept private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2019), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Information shall not be disclosed to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a Release of Information form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Contractor shall provide to IVRS a written description of its policies and procedures to

safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

No Dissemination of Confidential Data. No confidential individual record data collected, maintained, or used in the course of performance of parties in this MOA shall be disseminated except as authorized by law or this MOA and with the written consent of IVRS, either during the period of the MOA or thereafter. Any data supplied to or created by the parties of the MOA shall be considered the property of IVRS. Any and all data collected, maintained, created, provided, or used in the course of the performance of the MOA, in whatever form it is maintained, shall be returned to IVRS promptly at their request.

Research and Evaluation. Personal information may be shared by parties to this MOA engaged in audit, evaluation, or research only for purposes directly connected with the administration of the IBC program and only if, in accordance with a written agreement, the organization, agency, or individual assures that:

1. The information will be used only for the purposes for which it is being provided;
2. The information will be released only to persons officially connected with the audit, evaluation, or research;
3. The information will not be released to the involved individual;
4. The information will be managed in a manner to safeguard confidentiality; and
5. The final product will not reveal any personal identifying information without the informed written consent of the involved individual or the individual's representative.

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