Contracting

Contracting with the Victim Assistance Section

Once award notifications are made and the appeals process is complete, the Victim Assistance Section (the "Section") grant team contracts with grantees by issuing subawards via the grants management system. Subawards are issued annually with the periods of performance October 1 through September 30, unless otherwise noted. For three-year grant cycles, the first year is the competitive year. Years two and three are noncompetitive grant years with grantees submitting continuing grant applications.

Grantees must remain in compliance with state and federal rules and in good standing to receive funding in the second and third years of the grant cycle. The amount of funding awarded in the second and third year of the grant cycle is determined by funding availability.

Grantees will not be allowed to carry over or extend grants into the next grant year unless approved by the Section and allowed by the federal funder. Funds remaining at the end of the grant year are reverted (returned) to the Section. Reverted funds are added to the pool of available funds and are redistributed.

I. **The contract process:**

1. A contract shall be negotiated by the section and each applicant.
2. Prior to entering into a contract, the section or the board may require modification of the proposed program, submission of further information or documentation, or other stipulation by the applicant. The required modification, information, documentation, or stipulation shall be specified in the notification of award contract.
3. The applicant or the section may request a modification of the program budget to reflect the amount, expenses and activities allowed by the award. Both parties must agree to any modification of the applicant budget.
4. In the event of a state, federal, or other audit, the grantee shall be responsible for the audit and liable for payment of any funds required to conduct the audit, to compensate for any grant disallowance, or to repay any funds received or spent contrary to the contract, these rules, or applicable law.
5. Funds shall be spent to meet the stated services and activities as provided in the contract. Expenditures shall be reimbursed pursuant to regular reimbursement procedures of the state of Iowa in the form and manner as designated by the section.
6. The grantee shall sign the certified assurances for the award at the time of application and at any time requested by the section.
7. Nothing in these rules shall be construed as limiting the remedies available to the state or the section for improper use of awarded funds or other breach of the grantee's duties under the contract and applicable law.

Iowa Administrative Code 61—9.60.

II. **How to access and electronically sign subaward contracts:**

Both parties must sign the subaward before allowable grant expenses can be reimbursed.

The grantee's authorized official electronically signs the contract and submits it electronically in the grants management system. The authorized official is the individual designated by your agency to sign contracts. The authorized official could be the executive director, board president, board chair, county supervisor, sheriff, police chief, county attorney, etc.

To submit a signed contract grantees must electronically sign the agreement, check the appropriate certified assurances boxes, upload federal assurances (if applicable) and then status change the grant ***from Contract Pending Grantee Signature*** to ***Submit Contract for Signature.*** This will move the grant to the Section for their signature. Click on the link above for more detailed instructions.

A copy of the fully executed agreement will be uploaded into the grants management system on the Grant Agreement Signatures page. Grantees should download the fully signed agreement and save it in their grant file.

III. **Contract Termination**

Contracts (referred to as subawards here) can be terminated for the following reasons:

1. *Termination by grantee.* The grantee may terminate the contract at any time during the contract period by providing written notice to the section.
2. *Termination by department.* The section may terminate a contract upon a ten-day written notice when the grantee or any of its subcontractors fail to comply with the grant award stipulations, standards, or conditions. When there is a reduction of funds by executive order or by another method, the section may terminate a contract by providing a grantee with written notice.
3. *Termination for cause.* If the grantee fails to fulfill its obligations under the contract properly or on time, uses grant funds for purposes other than crime victim services approved by the program, or otherwise violates any provision of the contract, the board may terminate the contract by providing written notice to the grantee. Funds shall not be used for social justice activities. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished products and services provided by the grantee shall, at the option of the section, become state property. The section shall pay the grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination minus any funds owing to the department (e.g., damages for breach, improperly spent funds).

Iowa Administrative Code 61—9.62.

IV. **Financial statement supplied.** “Within 45 days of the termination, the grantee shall supply the section with a financial statement detailing all costs incurred up to the effective date of the termination. The section’s determination of costs and amounts to be paid shall be final.” Iowa Administrative Code 61—9.63.

V. **Performance reports. “**Performance reports shall be submitted to the program from all grantees. Failure to submit reports by the due date shall result in suspension of financial payments to the grantee by the program until such time as the report is received. Delinquent or inadequate reports from prior grants may detrimentally affect any award to a grantee for the following year.” Iowa Administrative Code 61—9.61.

Detailed information about how to collect and report data can be found here:
https://www.iowaattorneygeneral.gov/for-crime-victims/grants/performance-reports-for-funded-programs

VI. **Indemnification.** “The grantee shall defend, indemnify, and hold harmless the state of Iowa; its officers, agents and employees; and any of the state’s federal funding sources for:

1. Grantee’s performance or nonperformance of a contract entered into or violation of these rules.
2. Grantee’s activities with subcontractors and all other third parties.
3. Any other act or omission by a grantee, its agents, officers, or employees.”

Iowa Administrative Code 61—9.64.

VII. **Records. "**Grantees shall keep statistical records and documentation of services provided and any other activities as required by the program. The program shall have immediate access during working hours to records pertaining to the contract. No notice needs to be provided to the grantee prior to inspection of the records." IAC 61—9.65.

VIII. **Update the grants management system's profile pages.** Annually, when submitting continuing grant applications, or when needed, grantees must:

1. upload an agency budget, showing the entire organization's expected income and expenses on the profile financial page
2. upload their most recent audit on the profile financial page
3. update profile section with other profile pages such as staff changes, changes to contact information, updated indirect cost rate agreements, etc.

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