

**SUBCONTRACT
BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
THE DUBUQUE VISITING NURSE ASSOCIATION
BEE BRANCH HEALTHY HOMES PROGRAM (BBHH)**

SECTION 1. WORK AND SERVICES. City and VNA agree to provide the following work and services (the Work and Services):

- 1.1. **CITY'S RESPONSABILITIES.** City agrees that it will provide the following services for the Bee Branch Healthy Homes Program (BBHH program):
 - (1) Provide for the environmental investigation of homes for eligible flood resistant activities under the National Disaster Resilience Funding.
 - (2) Provide for the environmental investigation and environmental case management for lead abatement\lead hazard reduction and healthy homes interventions in housing units in the city of Dubuque, Iowa, that are not covered under the existing City of Dubuque Healthy Homes & Childhood Lead Poisoning Prevention Program.
 - (3) Provide mobile device for data capture in the field.
 - (4) Provide compensation to the VNA during the term of this Agreement not to exceed \$411,946 for the performances of VNA's responsibilities as set forth herein.
 - (5) Oversee and direct medical case management, Home Advocacy services, Resiliency and educational/outreach activities with both verbal and written direction.
- 1.2. **VNA'S RESPONSABILITIES.** VNA agrees to provide the following services for BBHH Program during the term of this Agreement for the agreed compensation:
 - (1) Provide written quarterly reports on BBHH Program advocacy activities utilizing a form provided by the city, for required HUD outcomes and contributing factors for outcomes.
 - (2) Collect and provide electronic documentation of medical case management, home advocacy, educational and related activities into City's BBHH GIS database systems, Healthy Homes Lead Poisoning Surveillance System HHLPPSS, and other electronic databases as needed by the 10th of the following month. Example: Data for month ending May 31 must be submitted to city by June 10.

- (3) Provide for blood lead testing, medical case management, data management, and community education as needed on homes not covered by existing VNA/Healthy Homes and Childhood Lead Poisoning Prevention Program contract, in accordance with IDPH protocol.
- (4) Integrate personal growth and development including an understanding of the culture of poverty, attending education classes by partnering organizations (e.g., Healthy Homes, Lead hazard control program, Bridges Out of Poverty, etc).
- (5) Implement a City approved intercultural competency program within VNA organization.
- (6) Provide home advocacy services and activities as specified in Attachment 1.

SECTION 2. CONTRACT POLICIES AND REQUIREMENTS. In providing the Work and Services, VNA agrees to comply with the requirements in this Contract, including the Special Conditions, and the General Conditions, to the extent applicable to the Work and Services described in Section 1.

SECTION 3. ACCESS TO BOOKS AND RECORDS. VNA will provide access, upon reasonable notice, for the purpose of audit and examination, to its documents, papers, and records, to the extent such documents, papers, and records are related to the Work and Services, to the Department, Contractor, City, or any of their duly authorized representatives.

SECTION 4. COSTS TO BE REIMBURSED. Attached hereto is a line item Performance Measure budget of specific costs to be reimbursed under this Subcontract or other cost basis for determining the amount of the Subcontract. The BBHH Program activities will be invoiced to the City for VNA staff time. The City will provide specific billing procedure timelines and spreadsheets for capturing project billing information.

SECTION 5. INCORPORATION OF THIS CONTRACT. VNA agrees that all of the provisions of the Contract, including audit requirements, are incorporated herein by this reference and VNA shall have all of the same requirements, obligations and conditions as Contractor with respect to VNA's Work and Services.

SECTION 6. PERIOD OF PERFORMANCE. Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the 3rd day of January 2017, through the 30th day of June, 2021.

SECTION 7. TERMINATION.

- 7.1 The City may, by thirty (30) days written notice to VNA, terminate this contract in whole or in part at any time:

- (1) For City's convenience,
- (2) For the failure of VNA to fulfill its obligations under the contract, or
- (3) As the funding source for the contract ceases to exist.

Upon receipt of such notice, VNA shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, as may have been accumulated by VNA in performing this contract, whether completed or in process.

- 7.2 Notwithstanding the above, VNA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by VNA. The City may withhold any and all payments to VNA for the purpose of setoff until such time as the exact amount of damages due the City from VNA is determined.
- 7.3 If the termination is for convenience of the City or because the funding source for the contract ceases to exist, VNA shall be entitled to compensation for work done through the date of termination.

SECTION 8. INDEMNIFICATION/HOLD HARMLESS.

VNA agrees to indemnify and hold harmless City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of VNA, VNA's subcontractor, or anyone directly or indirectly employed by VNA or VNA's subcontractor or anyone for whose acts VNA or VNA's subcontractor may be liable.

City agrees to indemnify and hold harmless VNA from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, City's subcontractor, or anyone directly or indirectly employed by City or City's subcontractor or anyone for whose acts City or City's subcontractor may be liable.

SECTION 9. INSURANCE. VNA shall at its expense maintain insurance with the same coverage which Contractor are required to maintain under attached Insurance Schedule C attachment.

SECTION 10. CIVIL RIGHTS PROVISIONS

- 10.1 **DISCRIMINATION IN EMPLOYMENT**. The City shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The City may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The City agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the City shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11-121.
- 10.2 **CONSIDERATION FOR EMPLOYMENT**. VNA shall, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- 10.3 **SOLICITATION AND ADVERTISEMENT**. VNA shall list all suitable employment openings in the State Employment Service local offices.
- 10.4 **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT**. VNA shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (P.L. 88-42 352, U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (P.L. 93-112, 29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). VNA will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- 10.5 **PROGRAM NONDISCRIMINATION** - VNA shall conform with requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-42 352, 42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the

Rehabilitation Act of 1973 (P.L. 93-112, 29 U.S.C. Section 794) shall also apply to any such program or Project.

10.6 **FAIR HOUSING** - VNA shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The City shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C 5309). .

10.7 **SECTION 3 COMPLIANCE**. VNA shall comply with provisions for training, employment, and contracting in accordance with 24 CFR Part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3 Clause). The purpose of Section 3 Clause is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 Clause, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3 Clause. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. VNA agrees to send to each labor organization or representative of workers with which VNA has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of VNA's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for

training and employment positions can see the notice. The notice shall describe the Section 3 Clause preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. VNA agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The VNA will not subcontract with any subcontractor where the VNA has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. VNA will certify that any vacant employment positions, including training positions, that are filled (1) after VNA is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent VNA's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 Clause covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 Clause and Section 7(b) agree to comply with Section 3 Clause to the maximum extent feasible, but not in derogation of compliance with Section 7(b)

10.8 **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of VNA's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional

remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

10.9 **INCLUSION IN SUBCONTRACTS.** VNA will include the provisions of the preceding paragraphs of Section 7 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. VNA will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the City becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the City may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

SECTION 11. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

VNA certifies, to the best of its knowledge and belief, that:

- 11.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 11.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- 11.3 VNA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 11.4 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 12. POLITICAL ACTIVITY

No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract or its Funding Agreements, shall be in any way or to any extent, engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

SECTION 13. OTHER REQUIREMENTS

In connection with the carrying out of this agreement, VNA agrees to comply with any and all rules and regulations of the Iowa Economic Development Authority and the Department of Housing and Urban Development concerning third party contracts.

In connection with the carrying out of this agreement VNA and City acknowledge that there may be third party contracts which apply to said project. Should there be third party contracts which apply to this contract for services VNA shall be performing, City agrees to provide VNA with notice of said third party contracts and copies thereof, within five (5) days of this agreement, or City's receipt thereof. Failure to do so shall void any requirement(s) by VNA to comply with any rules and regulations of third parties pertaining to this project.

SECTION 14. ALL CONTRACTS IN EXCESS OF \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance

with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the VNA agrees as follows:

- (1) The VNA will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The VNA agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (3) The VNA agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The VNA agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions. Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

PASSED AND APPROVED:

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

VISITING NURSE ASSOCIATION

By: _____
Stacey Killian
Administrative Director

Attachment 1:

PROGRAM ADMINISTRATION

- A. Client Files
 1. VNA shall review files regularly and shall assist in ensuring appropriate information and documentation is contained in each.
 2. The completed/closed out files shall be located in a designated office of the City and will remain the property of the City.
- B. Home Advocacy Services will address individual homeowners' and residents' needs by providing education, awareness, tools and resources needed to live in an urban watershed. Services to assess general resilience needs and challenges faced by residents and businesses in the Bee Branch watershed and one-on-one interaction with residents to complete a comprehensive assessment at the household level which may include some of all of the following:
 1. Meet with City or designated committee to assist in the development of standards and guidelines.
 2. Compose needed forms, handbooks, etc., for program implementation.
 3. Promote advertisement for applications and assist with community engagement for participation
 4. Accompany inspectors, when possible to complete family intake
 5. Attend collaboration meetings with City and inspection staff inputting ideas to improve process and efficiency in the program.
 6. Facilitate a client-centered approach and advocate on an individual and policy level when a client is being treated unjustly.
 7. Community organizing, including facilitating a community partner resource group that may include Operation New View Community Action Agency, Green and Healthy Homes Initiative (GHHI) team, NICC, Iowa Workforce Development, Crescent Community Health Center and others as program needs arise.
 8. Individual/Family case management with a focus on the social indicators of health.
 9. Assistance with education and referrals to increase understanding of what it means to live in a watershed, and what resources and services are available to support development, employment, education, health and neighborhood revitalization.
 10. Utilize a variety of community resources and empower residents to maintain their homes in a resilient manner. Responsible for knowing community resources and referral systems
 11. Recruit and coordinate volunteers from various entities such as colleges, AmeriCorps, churches, etc, for volunteer opportunities, to assist clients and provide community engagement, education and outreach.
 12. Track client appropriate use of resources and services
 13. Coordinate and communicate with medical case managers

14. Provide ongoing monitoring of home repairs and interventions in order to evaluate outcomes.
15. Coordinate workshops and learning methods that address financial literacy, emotional health, physical health, and environmental health
16. Provide information about the Home advocate service to funders, community-based organizations, and community and national leaders

The outline captures the general scope of services, but some areas may have more detailed requirements implied, but not listed. The City may request assistance from VNA that is not specifically designated.